



**Board of County Commissioners**

**Eva J. Henry - District #1**  
**Charles "Chaz" Tedesco - District #2**  
**Emma Pinter - District #3**  
**Steve O'Dorisio - District #4**  
**Lynn Baca - District #5**

**PUBLIC HEARING AGENDA**

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**April 12, 2022**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

- A.** Proclamation of April 10- April 16, 2022 as Animal Care and Control Appreciation Week
- B.** Employees of the Season Presentation

**5. PUBLIC COMMENT**

**A. Citizen Communication**

**During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.**

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates of March 28-April 1, 2022
- B.** Minutes of the Commissioners' Proceedings from April 5, 2022
- C.** Resolution Approving Grant Agreement between Adams County and the State of Colorado for the Colorado Air and Space Port Fogseal Project of Runway 17-35 and Taxiway D Rehabilitation

- D.** Resolution Approving First Amended Development Agreement between Adams County and 6201 N. Broadway LLC
- E.** Resolution Approving Right-of-Way Agreement between Adams County and Security Realty Co. for Property Necessary for the York Street Roadway and Drainage Improvements Project from East 78th Avenue to East 88th Avenue in the Amount of \$204,604.00
- F.** Resolution Approving the Intergovernmental Agreement between Adams County, the City of Westminster, and the City of Federal Heights Regarding Resurfacing and Concrete Work in the Zuni Street - 84th Avenue Area in the Amount of \$32,277.88
- G.** Resolution Approving Right-of-Way Agreement between Adams County and Dolores Maria Sanut for Property Necessary for the Miscellaneous Concrete and ADA Ramps Project in the Amount of 420.00 Dollars
- H.** Resolution Approving Amendments to the Adams County Employee Manual
- I.** Resolution Approving the Amendment to the Lease for Construction Purposes between Adams County and Metro Water Recovery

## **7. NEW BUSINESS**

### **A. COUNTY MANAGER**

- 1.** Resolution Authorizing First Supplemental Appropriations to the 2022 Adams County Government Budget
- 2.** Resolution Approving an Agreement between Adams County and Family Tree Inc., in the Amount Not to Exceed \$372,231.00, for Child Only Case Management Services
- 3.** Resolution Approving an Agreement between Adams County and Vellutini Corporation dba Royal Electric Company in the Amount of \$4,491,844.00 for the Taxiway A, B, C, & E Lighting Construction and Taxiway C Pavement Rehabilitation Project
- 4.** Resolution Approving the Use of State Awarded Agreements in the Not to Exceed Amount of \$320,000.00 for the Purchase of Computers to Fulfill the County's Computer Replacement Schedule
- 5.** Resolution Approving a Purchase Order between Adams County and Insight Public Sector, Inc., in the Amount of \$920,033.71 for the Annual Microsoft Office 365 Licenses and Support
- 6.** Resolution Designating Pre-Qualified Contractors for Roofing Contractors for Multiple Adams County Projects
- 7.** Resolution Approving Amendment One to the Agreement between Adams County and Officescapes, to Provide Office Furniture for Adams County Building
- 8.** Resolution Approving Amendment One to the Agreement between Adams County and Workplace Elements LLC, to Provide Office Furniture for Adams County Buildings

### **B. COUNTY ATTORNEY**

## **8. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**

## **Proclamation**

### **Animal Care and Control Appreciation Week**

**April 10- April 16, 2022**

**Whereas**, the National Animal Care and Control Association has designated the second week of April as National Animal Care and Control Appreciation Week; and,

**Whereas**, various federal, state, and local government officials throughout the country take this time to recognize, thank, and commend all Animal Management Officers and Animal Services personnel for the dedicated service they provide to residents, public safety, and public service agencies and departments across the nation; and,

**Whereas**, every day, Animal Management officers put themselves in potentially dangerous situations to protect the health and welfare of all kinds of animals and the public; and,

**Whereas**, Riverdale Animal Shelter personnel provide humane sheltering, daily care, spay and neuter services, and critical medical care for animals in need, as well as essential community services such as adoptions, lost and found, vaccination and microchip clinics, outreach, and humane education; and,

**Whereas**, the Adams County Board of Commissioners recognizes and commends the Animal Management and Riverdale Animal Shelter personnel for the many dedicated and long hours of service to this community and for fulfilling the county's commitment to provide the highest and most efficient level of customer service.

**Now, Therefore, Be it Resolved**, that the Adams County Board of Commissioners of the County of Adams, State of Colorado, proclaims April 10- April 16, 2022, as

**“National Animal Care and Control Appreciation Week”**

and encourages all residents, public safety, health, and public service personnel to join us in expressing sincere thanks and appreciation for the many long hours of outstanding service these individuals provide throughout the year to assure the safety and welfare of animals and people.

## Net Warrants by Fund Detail

**1****General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008784	37193	CINA & CINA FORENSIC CONSULTIN	03/31/22	10,800.00
00008786	625677	CODE 4 SECURITY SERVICES LLC	03/31/22	104.00
00008790	1097323	MCGUINN CONOR MATTHEW	03/31/22	1,250.00
00008791	465183	PITNEY BOWES RESERVE ACCOUNT	03/31/22	25,000.00
00008793	1213933	PUFFENBERGER IAN JAMES	03/31/22	5,125.00
00008795	7967	SKAGGS PUBLIC SAFETY UNIFORM &	03/31/22	2,303.93
00008796	776964	TRACKER	03/31/22	500.00
00769037	418286	A PRECIOUS CHILD	03/31/22	11,587.50
00769038	16236	ADAMS 12 FIVE STAR SCHOOLS	03/31/22	500.00
00769039	93203	ADAMS COUNTY EDUCATION CONSORT	03/31/22	850.00
00769041	91631	ADAMSON POLICE PRODUCTS	03/31/22	1,060.00
00769042	433987	ADCO DISTRICT ATTORNEY'S OFFIC	03/31/22	261.33
00769043	1128011	ADT COMMERCIAL LLC	03/31/22	10,534.32
00769047	12012	ALSCO AMERICAN INDUSTRIAL	03/31/22	213.30
00769049	1274436	AMERICAN EAGLE ATTORNEY SERVIC	03/31/22	19.00
00769050	498573	ARBORFORCE LLC	03/31/22	13,253.75
00769051	1103492	AVOLVE SOFTWARE CORP	03/31/22	1,039.52
00769053	993099	BAYAUD ENTERPRISES INC	03/31/22	12,001.73
00769054	32682	BEARCOM WIRELESS WORLDWIDE	03/31/22	607.00
00769056	429551	BISCUITS AND BERRIES CATERING	03/31/22	5,962.70
00769057	429551	BISCUITS AND BERRIES CATERING	03/31/22	4,170.71
00769058	429551	BISCUITS AND BERRIES CATERING	03/31/22	2,825.67
00769059	1063538	BRENDLE GROUP	03/31/22	13,895.00
00769061	726898	CA SHORT COMPANY	03/31/22	18,696.77
00769062	1213115	CASILLAN JOHN	03/31/22	100.00
00769063	28303	CENTURA HEALTH	03/31/22	4,200.00
00769065	1274428	CLEARY VICTORIA	03/31/22	19.00
00769070	209334	COLO NATURAL GAS INC	03/31/22	176.49
00769071	414144	COLORADO MOISTURE CONTROL INC	03/31/22	4,557.62
00769073	13565	CORE ELECTRIC COOPERATIVE	03/31/22	170.37
00769074	42984	CORECIVIC INC	03/31/22	134,367.28
00769075	810159	CORHIO	03/31/22	1,620.00
00769076	1272383	CRUMPTON SUSANNE	03/31/22	19.00
00769077	1274767	DE HILARIO ASHLEY	03/31/22	152.97
00769078	42540	DELL MARKETING LP	03/31/22	22,019.20
00769079	1191434	DGEB MANAGEMENT LLC	03/31/22	149.00

## Net Warrants by Fund Detail

**1****General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00769080	101347	DHM DESIGNS	03/31/22	1,252.50
00769083	1256909	DUCTS UNLIMITED MECHANICAL SYS	03/31/22	31,952.00
00769084	808844	DUPRIEST JOHN FIELDEN	03/31/22	65.00
00769085	35867	ELDORADO ARTESIAN SPRINGS INC	03/31/22	80.00
00769089	1274427	FARR PAUL	03/31/22	19.00
00769091	47723	FEDEX	03/31/22	112.33
00769092	1274429	FORNIS GLENN	03/31/22	19.00
00769093	12689	GALLS LLC	03/31/22	3,448.70
00769094	783632	GAM ENTERPRISES INC	03/31/22	21,179.87
00769095	1274433	GARCIA FRANCO SONIA	03/31/22	19.00
00769096	293118	GARNER, ROSIE	03/31/22	65.00
00769097	689772	GENEDX INC	03/31/22	1,500.00
00769100	293122	HERRERA, AARON	03/31/22	65.00
00769101	8721	HILL & ROBBINS	03/31/22	652.57
00769102	10864	HILLYARD - DENVER	03/31/22	6,424.60
00769104	418327	IC CHAMBERS LP	03/31/22	14,486.64
00769106	44965	INTERVENTION COMMUNITY CORRECT	03/31/22	67,183.64
00769107	859588	JAZOWSKI KAREN	03/31/22	1,625.00
00769110	1274431	KIMSEY JESSICA	03/31/22	19.00
00769112	13906	LARIMER COUNTY SHERIFF	03/31/22	9.50
00769113	36861	LEXIS NEXIS MATTHEW BENDER	03/31/22	2,180.99
00769114	1188699	LIERMAN JENNIFER	03/31/22	600.00
00769115	1274440	LOPEZ HENNY	03/31/22	66.00
00769116	810888	MARTINEZ JUSTIN PAUL	03/31/22	65.00
00769118	1039410	MECSTAT LABORATORIES	03/31/22	780.00
00769119	729564	METRO TRANSPORTATION PLANNING	03/31/22	4,207.45
00769120	1265865	MIDWEST VETERINARY SUPPLY INC	03/31/22	291.80
00769122	13591	MWI ANIMAL HEALTH	03/31/22	262.52
00769125	124449	NMS LABS	03/31/22	19,205.00
00769126	949999	OFFICESCAPES OF DENVER LLLP	03/31/22	17,722.10
00769128	1274441	OWENS ROGER DALE	03/31/22	66.00
00769129	612089	PBC COMMERCIAL CLEANING SYSTEM	03/31/22	110,782.67
00769131	1191433	PETER J DI LEO LPC	03/31/22	300.00
00769135	1274437	REVELLO ABE	03/31/22	19.00
00769136	53054	RICHARDSON SHARON	03/31/22	65.00
00769140	1129845	ROSE DAVID E	03/31/22	65.00

## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00769141	1274434	ROWAN COUNTY DEPT OF SOCIAL SE	03/31/22	38.00
00769143	13538	SHRED-IT	03/31/22	484.80
00769144	51001	SOUTHLAND MEDICAL LLC	03/31/22	1,577.59
00769147	1273894	STOUT STREET FOUNDATION	03/31/22	205.00
00769148	599714	SUMMIT FOOD SERVICE LLC	03/31/22	16,724.96
00769149	102754	SUMMIT PATHOLOGY	03/31/22	2,110.53
00769150	52553	SWEEP STAKES UNLIMITED	03/31/22	35.00
00769151	52553	SWEEP STAKES UNLIMITED	03/31/22	45.00
00769152	52553	SWEEP STAKES UNLIMITED	03/31/22	35.00
00769153	52553	SWEEP STAKES UNLIMITED	03/31/22	35.00
00769154	1047964	SYMMETRY ENERGY SOLUTIONS LLC	03/31/22	38,710.67
00769155	618144	T&G PECOS LLC	03/31/22	1,800.00
00769157	1094	TRI COUNTY HEALTH DEPT	03/31/22	334.95
00769158	666214	TYGRET DEBRA R	03/31/22	525.00
00769159	51179	UNITED PARCEL SERVICE INC	03/31/22	1,142.95
00769162	35731	VERIZON	03/31/22	120.03
00769164	28566	VERIZON WIRELESS	03/31/22	369.94
00769165	28617	VERIZON WIRELESS	03/31/22	2,265.24
00769168	46796	WESTMINSTER CITY OF	03/31/22	3,027.33
00769169	13822	XCEL ENERGY	03/31/22	662.35
00769172	378168	ZOETIS US LLC	03/31/22	491.81
<b>Fund Total</b>				<b>687,710.19</b>

## Net Warrants by Fund Detail

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4**Capital Facilities Fund**

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<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008794	104910	SAUNDERS CONSTRUCTION INC	03/31/22	361,704.58
00008799	737980	WOLD ARCHITECTS AND ENGINEERS	03/31/22	1,000.00
00769044	1128011	ADT COMMERCIAL LLC	03/31/22	4,507.00
00769090	33577	FCI CONSTRUCTORS INC	03/31/22	1,036,113.27
00769111	40395	KUMAR & ASSOCIATES INC	03/31/22	1,190.50
00769121	986500	MW GOLDEN CONSTRUCTORS	03/31/22	1,985.00
00769127	949999	OFFICESCAPES OF DENVER LLLP	03/31/22	256,963.93
00769137	844969	RLH ENGINEERING INC	03/31/22	3,166.25
00769146	740359	STANTEC ARCHITECTURE INC	03/31/22	28,360.14
<b>Fund Total</b>				<hr/> <b>1,694,990.67</b>

County of Adams  
Net Warrants by Fund Detail

<u>5</u>		<u>Golf Course Enterprise Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00008792	6177	PROFESSIONAL RECREATION MGMT I	03/31/22	9,000.00	
00769045	1128011	ADT COMMERCIAL LLC	03/31/22	600.00	
			<b>Fund Total</b>	<b>9,600.00</b>	



## Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00769087	1253939	ESTATE OF MICHAEL TONY WESTALL	03/31/22	4,324.00
00769105	682207	INSIGHT AUTO GLASS LLC	03/31/22	830.80
00769133	13812	POWER EQUIPMENT CO	03/31/22	149,890.00
00769134	324769	PRECISE MRM LLC	03/31/22	5,784.00
00769142	16237	SAM HILL OIL INC	03/31/22	31,464.66
<b>Fund Total</b>				<b>192,293.46</b>

## Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008783	100083	ALDERMAN BERNSTEIN LLC	03/31/22	460.96
00769052	1274766	BALBUENA MENDEZ GUERRERO	03/31/22	2,030.00
00769060	1107569	BUDD FAMILY PROPERTIES	03/31/22	5,344.00
00769086	873559	EST INC	03/31/22	70,048.75
00769117	320028	MATRIX DESIGN GROUP	03/31/22	33,573.05
00769138	147080	ROCKSOL CONSULTING GROUP INC	03/31/22	17,120.75
<b>Fund Total</b>				<b>128,577.51</b>

## Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008787	423439	DELTA DENTAL OF COLO	03/31/22	49,645.10
00008788	1273344	DENVER COUNSELING & EXECUTIVE	03/31/22	300.00
00008797	37223	UNITED HEALTH CARE INSURANCE C	03/31/22	259,872.06
00008798	37223	UNITED HEALTH CARE INSURANCE C	03/31/22	585,062.50
00769040	13052	ADAMS COUNTY RETIREMENT PLAN	03/31/22	44.97
00769068	17565	COLO FRAME & SUSPENSION	03/31/22	4,032.28
00769072	1266374	COMP COLO OCCUPATIONAL MED PAR	03/31/22	145.00
00769124	1089885	NAVIA BENEFIT SOLUTIONS INC	03/31/22	1,035.00
00769156	1177062	TRACEPOINT LLC	03/31/22	3,575.00
00769163	35731	VERIZON	03/31/22	52.67
00769166	1271804	VERY GOOD COUNSELING	03/31/22	1,300.00
00769167	346680	WAGE WORKS	03/31/22	69,195.88
<b>Fund Total</b>				<b>974,260.46</b>

County of Adams  
Net Warrants by Fund Detail

<u>27</u>		<u>Open Space Projects Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00769081	101347	DHM DESIGNS	03/31/22	3,232.56	
00769170	13822	XCEL ENERGY	03/31/22	783.36	
			<b>Fund Total</b>	<b>4,015.92</b>	

County of Adams  
Net Warrants by Fund Detail

31	Head Start Fund				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00769103	1102078	HOLADOCTOR INC	03/31/22	398.48
	00769123	1253030	MY LINGUISTIC SOLUTIONS LLC	03/31/22	76.50
	00769160	42541	US FOODSERVICE	03/31/22	2,345.72
	00769161	42541	US FOODSERVICE	03/31/22	170.46
	Fund Total				2,991.16

County of Adams  
Net Warrants by Fund Detail

<u>34</u>		<u>Comm Services Blk Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00769088	8818069	FAMILY TREE INC	03/31/22	7,230.51	
00769099	44825	GROWING HOME INC	03/31/22	14,132.54	
			<b>Fund Total</b>	<hr/> <b>21,363.05</b>	

County of Adams  
Net Warrants by Fund Detail

35 Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00769098	1274600	GIRON PATRICK RAY	03/31/22	301.00
00769108	1274599	JOHNSON TRICIA LYNN	03/31/22	179.00
00769132	1272365	PIONEER PROPERTY MANAGEMENT LL	03/31/22	1,300.00
Fund Total				1,780.00

## Net Warrants by Fund Detail

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Colorado Air & Space Port

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<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008785	709816	CITY SERVICEVALCON LLC	03/31/22	70,438.14
00008789	1168461	FUZION FIELD SERVICES LLC	03/31/22	495.00
00769048	80112	AMERICAN ASSOC OF AIRPORT EXEC	03/31/22	2,700.00
00769064	80257	CENTURYLINK	03/31/22	388.83
00769082	80156	DISH NETWORK	03/31/22	213.56
00769109	204737	JVIATION, A WOOLPERT COMPANY	03/31/22	1,316.00
00769139	44131	ROGGEN FARMERS ELEVATOR ASSN	03/31/22	2,269.50
00769145	32686	SPECIALTY INCENTIVES INC	03/31/22	701.58
00769171	13822	XCEL ENERGY	03/31/22	8,272.88
<b>Fund Total</b>				<hr/> <b>86,795.49</b>



County of Adams  
Net Warrants by Fund Detail

50 FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00769046	1128011	ADT COMMERCIAL LLC	03/31/22	775.00
00769055	178439	BEST CLEANER DISPOSAL INC	03/31/22	318.50
00769130	612089	PBC COMMERCIAL CLEANING SYSTEM	03/31/22	1,671.14
Fund Total				2,764.64

County of Adams  
Net Warrants by Fund Detail

<u>94</u>		<u>Sheriff Payables</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00769066	95935	CLERK OF THE COUNTY COURT	03/31/22	840.00	
00769067	92474	COLO DEPT OF HUMAN SERVICES	03/31/22	420.00	
00769069	44915	COLO JUDICIAL DEPT	03/31/22	84.00	
<b>Fund Total</b>				<b>1,344.00</b>	

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total      3,808,486.55**

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	687,710.19
4	Capital Facilities Fund	1,694,990.67
5	Golf Course Enterprise Fund	9,600.00
6	Equipment Service Fund	192,293.46
13	Road & Bridge Fund	128,577.51
19	Insurance Fund	974,260.46
27	Open Space Projects Fund	4,015.92
31	Head Start Fund	2,991.16
34	Comm Services Blk Grant Fund	21,363.05
35	Workforce & Business Center	1,780.00
43	Colorado Air & Space Port	86,795.49
50	FLATROCK Facility Fund	2,764.64
94	Sheriff Payables	1,344.00
		<u>3,808,486.55</u>

County of Adams  
Vendor Payment Report

<u>99200</u>	<u>10% Discretionary Grant (CIMS)</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Travel & Transportation					
	GIRON PATRICK RAY	00035	1015646	414380	03/28/22	301.00
	JOHNSON TRICIA LYNN	00035	1015645	414380	03/28/22	179.00
					Account Total	480.00
					Department Total	480.00

County of Adams  
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	ADAMS 12 FIVE STAR SCHOOLS	00001	1015498	414167	03/24/22	500.00
					Account Total	500.00
					Department Total	500.00

County of Adams  
Vendor Payment Report

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety-Drug & AI Test/Med Cert					
	COMP COLO OCCUPATIONAL MED PAR	00019	1015639	414376	03/28/22	70.00
	COMP COLO OCCUPATIONAL MED PAR	00019	1015640	414376	03/28/22	75.00
					Account Total	145.00
					Department Total	145.00

**County of Adams**  
**Vendor Payment Report**

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADT COMMERCIAL LLC	00004	1015874	414689	03/31/22	4,507.00
	FCI CONSTRUCTORS INC	00004	1015888	414689	03/31/22	1,090,645.55
	KUMAR & ASSOCIATES INC	00004	1015886	414689	03/31/22	1,190.50
	MW GOLDEN CONSTRUCTORS	00004	1015891	414689	03/31/22	1,985.00
	OFFICESCAPES OF DENVER LLLP	00004	1015865	414689	03/31/22	137.10
	OFFICESCAPES OF DENVER LLLP	00004	1015866	414689	03/31/22	250,000.00
	OFFICESCAPES OF DENVER LLLP	00004	1015866	414689	03/31/22	6,826.83
	RLH ENGINEERING INC	00004	1015890	414689	03/31/22	176.42
	RLH ENGINEERING INC	00004	1015892	414689	03/31/22	447.33
	RLH ENGINEERING INC	00004	1015893	414689	03/31/22	2,542.50
	SAUNDERS CONSTRUCTION INC	00004	1015873	414561	03/31/22	380,741.66
	STANTEC ARCHITECTURE INC	00004	1015889	414689	03/31/22	28,360.14
	WOLD ARCHITECTS AND ENGINEERS	00004	1015805	414561	03/31/22	1,000.00
					Account Total	1,768,560.03
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	1015888	414689	03/31/22	54,532.28-
	SAUNDERS CONSTRUCTION INC	00004	1015873	414561	03/31/22	19,037.08-
					Account Total	73,569.36-
					Department Total	1,694,990.67



**County of Adams**  
**Vendor Payment Report**

<u>4302</u>	<u>CASP Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	1015688	414466	03/29/22	19.17
	XCEL ENERGY	00043	1015688	414466	03/29/22	13.25
					Account Total	32.42
	Membership Dues					
	AMERICAN ASSOC OF AIRPORT EXEC	00043	1015682	414465	03/29/22	2,700.00
					Account Total	2,700.00
	Telephone					
	CENTURYLINK	00043	1015683	414465	03/29/22	59.55
					Account Total	59.55
	Water/Sewer/Sanitation					
	FUZION FIELD SERVICES LLC	00043	1015680	414458	03/29/22	440.00
	FUZION FIELD SERVICES LLC	00043	1015680	414458	03/29/22	55.00
					Account Total	495.00
					Department Total	3,286.97

County of Adams  
Vendor Payment Report

<u>4308</u>	<u>CASP ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	1015688	414466	03/29/22	2,097.51
	XCEL ENERGY	00043	1015688	414466	03/29/22	15.53
					Account Total	2,113.04
	Telephone					
	CENTURYLINK	00043	1015683	414465	03/29/22	62.71
	CENTURYLINK	00043	1015683	414465	03/29/22	155.89
					Account Total	218.60
					Department Total	2,331.64

County of Adams  
Vendor Payment Report

<u>4303</u>	<u>CASP FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00043	1015688	414466	03/29/22	83.75
					Account Total	83.75
	Satellite Television					
	DISH NETWORK	00043	1015684	414465	03/29/22	213.56
					Account Total	213.56
	Telephone					
	CENTURYLINK	00043	1015683	414465	03/29/22	55.19
					Account Total	55.19
					Department Total	352.50

**County of Adams**  
**Vendor Payment Report**

<u>4304</u>	<u>CASP Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	ROGGEN FARMERS ELEVATOR ASSN	00043	1015685	414465	03/29/22	1,606.50
	ROGGEN FARMERS ELEVATOR ASSN	00043	1015686	414465	03/29/22	663.00
	XCEL ENERGY	00043	1015688	414466	03/29/22	133.92
	XCEL ENERGY	00043	1015688	414466	03/29/22	75.08
	XCEL ENERGY	00043	1015688	414466	03/29/22	339.97
	XCEL ENERGY	00043	1015688	414466	03/29/22	294.54
	XCEL ENERGY	00043	1015688	414466	03/29/22	155.90
	XCEL ENERGY	00043	1015688	414466	03/29/22	39.54
	XCEL ENERGY	00043	1015688	414466	03/29/22	1,325.92
	XCEL ENERGY	00043	1015688	414466	03/29/22	1,099.38
	XCEL ENERGY	00043	1015688	414466	03/29/22	226.43
	XCEL ENERGY	00043	1015688	414466	03/29/22	38.94
	XCEL ENERGY	00043	1015688	414466	03/29/22	145.04
	XCEL ENERGY	00043	1015688	414466	03/29/22	46.70
	XCEL ENERGY	00043	1015688	414466	03/29/22	173.80
	XCEL ENERGY	00043	1015688	414466	03/29/22	71.67
	XCEL ENERGY	00043	1015688	414466	03/29/22	103.17
	XCEL ENERGY	00043	1015688	414466	03/29/22	551.49
	XCEL ENERGY	00043	1015688	414466	03/29/22	61.94
	XCEL ENERGY	00043	1015688	414466	03/29/22	12.19
					Account Total	7,165.12
					Department Total	7,165.12

County of Adams  
Vendor Payment Report

1023	CLK Motor Vehicle	Fund	Voucher	Batch No	GL Date	Amount
	Destruction of Records					
	SHRED-IT	00001	1015189	414072	03/23/22	145.80
	SHRED-IT	00001	1015190	414072	03/23/22	157.20
	SHRED-IT	00001	1015191	414072	03/23/22	181.80
					Account Total	484.80
					Department Total	484.80

County of Adams  
Vendor Payment Report

<u>3060</u>	<u>Code Compliance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BEARCOM WIRELESS WORLDWIDE	00001	1015616	414302	03/25/22	607.00
					Account Total	607.00
					Department Total	607.00

County of Adams  
Vendor Payment Report

<u>43</u>	<u>Colorado Air &amp; Space Port</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CITY SERVICEVALCON LLC	00043	1015870	414561	03/31/22	30,879.32
	CITY SERVICEVALCON LLC	00043	1015791	414561	03/30/22	39,558.82
	JVIATION, A WOOLPERT COMPANY	00043	1015897	414701	03/31/22	1,316.00
					Account Total	71,754.14
					Department Total	71,754.14

County of Adams  
Vendor Payment Report

<u>8612</u>	<u>Consolidated UHC Active/COBRA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	1015651	414439	03/29/22	259,872.06
	UNITED HEALTH CARE INSURANCE C	00019	1015652	414439	03/29/22	585,062.50
					Account Total	844,934.56
					Department Total	844,934.56



County of Adams  
Vendor Payment Report

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	SWEEP STAKES UNLIMITED	00001	1015641	414377	03/28/22	35.00
	SWEEP STAKES UNLIMITED	00001	1015642	414377	03/28/22	45.00
	SWEEP STAKES UNLIMITED	00001	1015643	414377	03/28/22	35.00
	SWEEP STAKES UNLIMITED	00001	1015644	414377	03/28/22	35.00
					Account Total	150.00
					Department Total	150.00

**County of Adams**  
**Vendor Payment Report**

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CINA & CINA FORENSIC CONSULTIN	00001	1015793	414668	03/31/22	10,800.00
	PUFFENBERGER IAN JAMES	00001	1015624	414309	03/25/22	5,125.00
					Account Total	15,925.00
	Operating Supplies					
	ELDORADO ARTESIAN SPRINGS INC	00001	1015608	414301	03/25/22	80.00
	SOUTHLAND MEDICAL LLC	00001	1015613	414301	03/25/22	311.80
	SOUTHLAND MEDICAL LLC	00001	1015614	414301	03/25/22	1,265.79
					Account Total	1,657.59
	Other Professional Serv					
	FEDEX	00001	1015622	414301	03/25/22	83.47
	FEDEX	00001	1015623	414301	03/25/22	28.86
	GENEDX INC	00001	1015617	414301	03/25/22	1,500.00
	JAZOWSKI KAREN	00001	1015647	414431	03/29/22	1,625.00
	MCGUINN CONOR MATTHEW	00001	1015794	414669	03/31/22	1,250.00
	MECSTAT LABORATORIES	00001	1015609	414301	03/25/22	195.00
	MECSTAT LABORATORIES	00001	1015610	414301	03/25/22	195.00
	MECSTAT LABORATORIES	00001	1015611	414301	03/25/22	195.00
	MECSTAT LABORATORIES	00001	1015612	414301	03/25/22	195.00
	NMS LABS	00001	1015607	414301	03/25/22	19,205.00
	SUMMIT PATHOLOGY	00001	1015615	414301	03/25/22	2,110.53
	UNITED PARCEL SERVICE INC	00001	1015619	414301	03/25/22	471.68
	UNITED PARCEL SERVICE INC	00001	1015620	414301	03/25/22	387.54
	UNITED PARCEL SERVICE INC	00001	1015621	414301	03/25/22	283.73
					Account Total	27,725.81
	Subscrip/Publications					
	CORHIO	00001	1015618	414301	03/25/22	1,620.00
					Account Total	1,620.00
					Department Total	46,928.40

County of Adams  
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	TRACKER	00001	1015544	414169	03/24/22	500.00
					Account Total	500.00
					Department Total	500.00

County of Adams  
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	FAMILY TREE INC	00034	1015087	413947	03/22/22	7,230.51
	GROWING HOME INC	00034	1015088	413947	03/22/22	12,718.46
	GROWING HOME INC	00034	1015089	413947	03/22/22	1,414.08
					Account Total	21,363.05
					Department Total	21,363.05

County of Adams  
Vendor Payment Report

<u>9261</u>	<u>DA- Diversion Project</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	PETER J DI LEO LPC	00001	1015709	414537	03/30/22	300.00
					Account Total	300.00
					Department Total	300.00

County of Adams  
Vendor Payment Report

8614	Dental Active - COBRA	Fund	Voucher	Batch No	GL Date	Amount
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	1015649	414435	03/29/22	14,601.00
	DELTA DENTAL OF COLO	00019	1015649	414435	03/29/22	12,850.40
	DELTA DENTAL OF COLO	00019	1015650	414435	03/29/22	11,967.20
	DELTA DENTAL OF COLO	00019	1015650	414435	03/29/22	10,074.50
	DELTA DENTAL OF COLO	00019	1015650	414435	03/29/22	152.00
					Account Total	49,645.10
					Department Total	49,645.10

**County of Adams**  
**Vendor Payment Report**

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	LARIMER COUNTY SHERIFF	00001	1015710	414537	03/30/22	9.50
					Account Total	9.50
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	1015712	414537	03/30/22	94.18
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	1015713	414537	03/30/22	17.86
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	1015714	414537	03/30/22	136.95
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	1015715	414537	03/30/22	12.34
	DE HILARIO ASHLEY	00001	1015707	414537	03/30/22	152.97
					Account Total	414.30
					Department Total	423.80

**County of Adams**  
**Vendor Payment Report**

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ESTATE OF MICHAEL TONY WESTALL	00006	1015912	414701	03/31/22	4,324.00
	INSIGHT AUTO GLASS LLC	00006	1015855	414689	03/31/22	257.76
	INSIGHT AUTO GLASS LLC	00006	1015856	414689	03/31/22	257.76
	INSIGHT AUTO GLASS LLC	00006	1015857	414689	03/31/22	315.28
	POWER EQUIPMENT CO	00006	1015858	414689	03/31/22	149,890.00
	PRECISE MRM LLC	00006	1015915	414701	03/31/22	5,784.00
	SAM HILL OIL INC	00006	1015859	414689	03/31/22	30,218.26
	SAM HILL OIL INC	00006	1015872	414689	03/31/22	180.13
	SAM HILL OIL INC	00006	1015872	414689	03/31/22	1,066.27
					Account Total	192,293.46
					Department Total	192,293.46



County of Adams  
Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADT COMMERCIAL LLC	00050	1015851	414689	03/31/22	425.00
	ADT COMMERCIAL LLC	00050	1015852	414689	03/31/22	350.00
	BEST CLEANER DISPOSAL INC	00050	1015884	414689	03/31/22	318.50
	PBC COMMERCIAL CLEANING SYSTEM	00050	1015883	414689	03/31/22	1,671.14
					Account Total	2,764.64
					Department Total	2,764.64

County of Adams  
Vendor Payment Report

<u>1076</u>	<u>FO - Adams County Svc Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12736	00001	1015199	414153	02/24/22	6,807.49
					Account Total	6,807.49
					Department Total	6,807.49

**County of Adams**  
**Vendor Payment Report**

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	IC CHAMBERS LP	00001	1015605	414295	03/25/22	14,486.64
					Account Total	14,486.64
	Gas & Electricity					
	Energy Cap Bill ID=12734	00001	1015200	414153	03/17/22	176.49
	Energy Cap Bill ID=12735	00001	1015201	414153	03/10/22	170.37
	Energy Cap Bill ID=12742	00001	1015593	414282	03/18/22	662.35
					Account Total	1,009.21
	Maintenance Contracts					
	VERIZON	00001	1015604	414295	03/25/22	120.03
					Account Total	120.03
					Department Total	15,615.88

County of Adams  
Vendor Payment Report

<u>1079</u>	<u>FO - Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12740	00001	1015592	414282	03/16/22	2,394.30
					Account Total	2,394.30
					Department Total	2,394.30

County of Adams  
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12737	00001	1015198	414153	02/24/22	3,233.82
					Account Total	3,233.82
	Repair & Maint Supplies					
	HILLYARD - DENVER	00001	1015606	414295	03/25/22	1.75
					Account Total	1.75
					Department Total	3,235.57

County of Adams  
Vendor Payment Report

<u>1019</u>	<u>FO - Mailroom &amp; Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	PITNEY BOWES RESERVE ACCOUNT	00001	1015488	414165	03/24/22	25,000.00
					Account Total	25,000.00
					Department Total	25,000.00

County of Adams  
Vendor Payment Report

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12741	00001	1015594	414282	02/24/22	28,669.36
					Account Total	28,669.36
					Department Total	28,669.36

County of Adams  
Vendor Payment Report

<u>1072</u>	<u>FO - West Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12738	00001	1015590	414282	03/16/22	53.18
	Energy Cap Bill ID=12739	00001	1015591	414282	03/16/22	579.85
					Account Total	633.03
					Department Total	633.03



**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Diversion Restitution Payable					
	CASILLAN JOHN	00001	1015700	414537	03/30/22	100.00
	DGEB MANAGEMENT LLC	00001	1015697	414537	03/30/22	149.00
	LIERMAN JENNIFER	00001	1015698	414537	03/30/22	600.00
					Account Total	849.00
	Received not Vouchered Clrg					
	A PRECIOUS CHILD	00001	1015937	414701	03/31/22	3,862.50
	A PRECIOUS CHILD	00001	1015938	414701	03/31/22	3,862.50
	A PRECIOUS CHILD	00001	1015939	414701	03/31/22	3,862.50
	ADAMSON POLICE PRODUCTS	00001	1015838	414689	03/31/22	1,060.00
	ADT COMMERCIAL LLC	00001	1015875	414689	03/31/22	800.00
	ADT COMMERCIAL LLC	00001	1015876	414689	03/31/22	550.00
	ADT COMMERCIAL LLC	00001	1015806	414689	03/31/22	5,100.00
	ADT COMMERCIAL LLC	00001	1015807	414689	03/31/22	3,150.00
	ADT COMMERCIAL LLC	00001	1015808	414689	03/31/22	150.00
	ADT COMMERCIAL LLC	00001	1015810	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015811	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015812	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015813	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015814	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015815	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015817	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015818	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015819	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015820	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015821	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015822	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015823	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015824	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015825	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015826	414689	03/31/22	24.96
	ADT COMMERCIAL LLC	00001	1015941	414689	03/31/22	384.96
	ALSCO AMERICAN INDUSTRIAL	00001	1015839	414689	03/31/22	213.30
	ARBORFORCE LLC	00001	1015901	414689	03/31/22	13,253.75
	BAYAUD ENTERPRISES INC	00001	1015896	414701	03/31/22	12,001.73

## Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	BISCUITS AND BERRIES CATERING	00001	1015931	414701	03/31/22	4,170.71
	BISCUITS AND BERRIES CATERING	00001	1015932	414701	03/31/22	2,825.67
	BISCUITS AND BERRIES CATERING	00001	1015928	414701	03/31/22	5,962.70
	BRENDLE GROUP	00001	1015860	414689	03/31/22	3,935.00
	BRENDLE GROUP	00001	1015862	414689	03/31/22	9,260.00
	BRENDLE GROUP	00001	1015863	414689	03/31/22	700.00
	CA SHORT COMPANY	00001	1015903	414689	03/31/22	515.42
	CA SHORT COMPANY	00001	1015904	414689	03/31/22	18,181.35
	COLORADO MOISTURE CONTROL INC	00001	1015900	414701	03/31/22	2,397.25
	COLORADO MOISTURE CONTROL INC	00001	1015900	414701	03/31/22	2,397.25
	COLORADO MOISTURE CONTROL INC	00001	1015900	414701	03/31/22	1.50
	COLORADO MOISTURE CONTROL INC	00001	1015900	414701	03/31/22	1.50
	CORECIVIC INC	00001	1015918	414701	03/31/22	134,367.28
	DELL MARKETING L P	00001	1015936	414701	03/31/22	22,019.20
	DHM DESIGNS	00001	1015847	414689	03/31/22	1,252.50
	DUCTS UNLIMITED MECHANICAL SYS	00001	1015906	414701	03/31/22	27,813.00
	DUCTS UNLIMITED MECHANICAL SYS	00001	1015906	414701	03/31/22	934.00
	DUCTS UNLIMITED MECHANICAL SYS	00001	1015906	414701	03/31/22	1,253.00
	DUCTS UNLIMITED MECHANICAL SYS	00001	1015907	414701	03/31/22	1,952.00
	GALLS LLC	00001	1015929	414689	03/31/22	114.00
	GALLS LLC	00001	1015827	414689	03/31/22	177.00
	GALLS LLC	00001	1015828	414689	03/31/22	157.95
	GALLS LLC	00001	1015829	414689	03/31/22	119.10
	GALLS LLC	00001	1015830	414689	03/31/22	107.30
	GALLS LLC	00001	1015831	414689	03/31/22	2,037.60
	GALLS LLC	00001	1015832	414689	03/31/22	105.25
	GALLS LLC	00001	1015833	414689	03/31/22	333.20
	GALLS LLC	00001	1015835	414689	03/31/22	190.00
	GALLS LLC	00001	1015836	414689	03/31/22	107.30
	GAM ENTERPRISES INC	00001	1015919	414701	03/31/22	2,213.75
	GAM ENTERPRISES INC	00001	1015920	414701	03/31/22	269.55
	GAM ENTERPRISES INC	00001	1015921	414701	03/31/22	162.00
	GAM ENTERPRISES INC	00001	1015922	414701	03/31/22	473.40
	GAM ENTERPRISES INC	00001	1015923	414701	03/31/22	300.00
	GAM ENTERPRISES INC	00001	1015924	414701	03/31/22	5,714.98
	GAM ENTERPRISES INC	00001	1015925	414701	03/31/22	162.00

## Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	GAM ENTERPRISES INC	00001	1015926	414701	03/31/22	3,007.25
	GAM ENTERPRISES INC	00001	1015927	414701	03/31/22	8,876.94
	HILL & ROBBINS	00001	1015871	414689	03/31/22	652.57
	HILLYARD - DENVER	00001	1015899	414701	03/31/22	326.59
	HILLYARD - DENVER	00001	1015885	414689	03/31/22	4,455.71
	HILLYARD - DENVER	00001	1015878	414689	03/31/22	1,379.20
	HILLYARD - DENVER	00001	1015879	414689	03/31/22	261.35
	INTERVENTION COMMUNITY CORRECT	00001	1015917	414701	03/31/22	67,183.64
	LEXIS NEXIS MATTHEW BENDER	00001	1015840	414689	03/31/22	2,180.99
	MIDWEST VETERINARY SUPPLY INC	00001	1015913	414701	03/31/22	276.00
	MIDWEST VETERINARY SUPPLY INC	00001	1015914	414701	03/31/22	15.80
	MWI ANIMAL HEALTH	00001	1015909	414701	03/31/22	93.17
	MWI ANIMAL HEALTH	00001	1015910	414701	03/31/22	43.41
	MWI ANIMAL HEALTH	00001	1015911	414701	03/31/22	125.94
	OFFICESCAPES OF DENVER LLLP	00001	1015864	414689	03/31/22	17,722.10
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015881	414689	03/31/22	2,420.00
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	22,149.02
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	4,947.14
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	3,541.20
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	3,941.60
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	3,550.21
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	1,616.45
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	833.80
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	842.12
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	8,029.69
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	4,499.80
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	974.22
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	705.78
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	1,992.39
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	964.38
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	689.30
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	1,894.34
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	515.02
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	755.60
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	31,966.31
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	1,257.46

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	400.61
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	525.20
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	988.00
	PBC COMMERCIAL CLEANING SYSTEM	00001	1015882	414689	03/31/22	10,783.03
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015744	414561	03/30/22	74.97
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015745	414561	03/30/22	89.97
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015746	414561	03/30/22	127.99
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015748	414561	03/30/22	133.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015749	414561	03/30/22	94.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015750	414561	03/30/22	4.61
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015750	414561	03/30/22	38.89
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015751	414561	03/30/22	87.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015752	414561	03/30/22	217.50
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015753	414561	03/30/22	224.50
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015754	414561	03/30/22	47.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015755	414561	03/30/22	130.50
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015756	414561	03/30/22	175.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015757	414561	03/30/22	405.50
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015758	414561	03/30/22	276.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1015759	414561	03/30/22	177.50
	SUMMIT FOOD SERVICE LLC	00001	1015841	414689	03/31/22	8,365.22
	SUMMIT FOOD SERVICE LLC	00001	1015842	414689	03/31/22	8,359.74
	T&G PECOS LLC	00001	1015843	414689	03/31/22	1,800.00
	TRI COUNTY HEALTH DEPT	00001	1015894	414701	03/31/22	334.95
	ZOETIS US LLC	00001	1015933	414701	03/31/22	165.56
	ZOETIS US LLC	00001	1015935	414701	03/31/22	326.25
					Account Total	540,373.29
	Retainages Payable					
	COLORADO MOISTURE CONTROL INC	00001	1015900	414701	03/31/22	.08-
	COLORADO MOISTURE CONTROL INC	00001	1015900	414701	03/31/22	.08-
	COLORADO MOISTURE CONTROL INC	00001	1015900	414701	03/31/22	119.86-
	COLORADO MOISTURE CONTROL INC	00001	1015900	414701	03/31/22	119.86-
					Account Total	239.88-
					Department Total	540,982.41

County of Adams  
Vendor Payment Report

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	ADAMS COUNTY EDUCATION CONSORT	00001	1015737	414554	03/30/22	850.00
					Account Total	850.00
					Department Total	850.00

County of Adams  
Vendor Payment Report

<u>5</u>	<u>Golf Course Enterprise Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADT COMMERCIAL LLC	00005	1015853	414689	03/31/22	300.00
	ADT COMMERCIAL LLC	00005	1015854	414689	03/31/22	300.00
	PROFESSIONAL RECREATION MGMT I	00005	1015816	414561	03/31/22	9,000.00
					Account Total	9,600.00
					Department Total	9,600.00

**County of Adams**  
**Vendor Payment Report**

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	HOLADOCTOR INC	00031	1015848	414689	03/31/22	128.16
	HOLADOCTOR INC	00031	1015849	414689	03/31/22	12.78
	HOLADOCTOR INC	00031	1015850	414689	03/31/22	257.54
	MY LINGUISTIC SOLUTIONS LLC	00031	1015908	414701	03/31/22	76.50
	US FOODSERVICE	00031	1015844	414689	03/31/22	2,345.72
	US FOODSERVICE	00031	1015845	414689	03/31/22	170.46
					Account Total	2,991.16
					Department Total	2,991.16

County of Adams  
Vendor Payment Report

<u>8622</u>	<u>Insurance -Benefits &amp; Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON	00019	1015659	414445	03/29/22	52.67
					Account Total	52.67
	Other Professional Serv					
	DENVER COUNSELING & EXECUTIVE	00019	1015766	414563	03/30/22	300.00
	VERY GOOD COUNSELING	00019	1015653	414440	03/29/22	1,300.00
					Account Total	1,600.00
					Department Total	1,652.67



**County of Adams**  
**Vendor Payment Report**

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Flex Plan Payable					
	WAGE WORKS	00019	1015655	414444	03/29/22	15,600.91
	WAGE WORKS	00019	1015656	414444	03/29/22	18,034.07
	WAGE WORKS	00019	1015657	414444	03/29/22	20,200.10
	WAGE WORKS	00019	1015658	414444	03/29/22	15,360.80
					Account Total	69,195.88
	Ins. Premium-Vision					
	ADAMS COUNTY RETIREMENT PLAN	00019	1015767	414569	03/30/22	5.27
					Account Total	5.27
	Received not Vouchered Clrg					
	COLO FRAME & SUSPENSION	00019	1015916	414701	03/31/22	4,032.28
	NAVIA BENEFIT SOLUTIONS INC	00019	1015898	414701	03/31/22	1,035.00
					Account Total	5,067.28
	Retiree Dental - Delta Premier					
	ADAMS COUNTY RETIREMENT PLAN	00019	1015767	414569	03/30/22	39.70
					Account Total	39.70
					Department Total	74,308.13

County of Adams  
Vendor Payment Report

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	General Liab - Other than Prop					
	TRACEPOINT LLC	00019	1015638	414376	03/28/22	3,575.00
					Account Total	3,575.00
					Department Total	3,575.00

County of Adams  
Vendor Payment Report

<u>1190</u>	<u>One-Stop Customer Service Cent</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	AVOLVE SOFTWARE CORP	00001	1015195	414080	03/23/22	1,039.52
					Account Total	1,039.52
					Department Total	1,039.52

County of Adams  
Vendor Payment Report

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grounds Maintenance					
	XCEL ENERGY	00027	1015602	414294	03/25/22	783.36
					Account Total	783.36
					Department Total	783.36

County of Adams  
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DHM DESIGNS	00027	1015905	414701	03/31/22	3,232.56
					Account Total	3,232.56
					Department Total	3,232.56

County of Adams  
Vendor Payment Report

<u>2061</u>	<u>PKS - Weed &amp; Pest</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1015149	414048	03/23/22	80.02
					Account Total	80.02
					Department Total	80.02

County of Adams  
Vendor Payment Report

<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1015142	414048	03/23/22	200.05
					Account Total	200.05
	Regional Park Rentals					
	STOUT STREET FOUNDATION	00001	1015603	414294	03/25/22	205.00
					Account Total	205.00
	Security Service					
	CODE 4 SECURITY SERVICES LLC	00001	1015696	414534	03/30/22	104.00
					Account Total	104.00
					Department Total	509.05

County of Adams  
Vendor Payment Report

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1015147	414048	03/23/22	89.87
					Account Total	89.87
					Department Total	89.87



**County of Adams**  
**Vendor Payment Report**

<u>1089</u>	<u>PLN- Boards &amp; Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	DUPRIEST JOHN FIELDEN	00001	1015596	414289	03/25/22	65.00
	GARNER, ROSIE	00001	1015597	414289	03/25/22	65.00
	HERRERA, AARON	00001	1015598	414289	03/25/22	65.00
	MARTINEZ JUSTIN PAUL	00001	1015599	414289	03/25/22	65.00
	RICHARDSON SHARON	00001	1015600	414289	03/25/22	65.00
	ROSE DAVID E	00001	1015601	414289	03/25/22	65.00
					Account Total	390.00
					Department Total	390.00

County of Adams  
Vendor Payment Report

<u>3058</u>	<u>PW - ADA Transition Implement.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	BALBUENA MENDEZ GUERRERO	00013	1015663	414450	03/29/22	2,030.00
					Account Total	2,030.00
					Department Total	2,030.00

County of Adams  
Vendor Payment Report

<u>3056</u>	<u>PW - Capital Improvement Plan</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	ALDERMAN BERNSTEIN LLC	00013	1015702	414541	03/30/22	460.96
	BUDD FAMILY PROPERTIES	00013	1015589	414279	03/25/22	5,344.00
					Account Total	5,804.96
					Department Total	5,804.96

County of Adams  
Vendor Payment Report

<u>97755</u>	<u>Recover CO Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Housing Expenses					
	PIONEER PROPERTY MANAGEMENT LL	00035	1015637	414373	03/28/22	1,300.00
					Account Total	1,300.00
					Department Total	1,300.00

County of Adams  
Vendor Payment Report

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	EST INC	00013	1015869	414689	03/31/22	40,045.75
	EST INC	00013	1015944	414689	03/31/22	30,003.00
	MATRIX DESIGN GROUP	00013	1015902	414701	03/31/22	33,573.05
	ROCKSOL CONSULTING GROUP INC	00013	1015895	414701	03/31/22	17,120.75
					Account Total	120,742.55
					Department Total	120,742.55

County of Adams  
Vendor Payment Report

94	Sheriff Payables	Fund	Voucher	Batch No	GL Date	Amount
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	1010886	409108	01/13/22	420.00
					Account Total	420.00
	Family Friendly Fee					
	COLO JUDICIAL DEPT	00094	1010888	409108	01/13/22	84.00
					Account Total	84.00
	State Surcharge					
	CLERK OF THE COUNTY COURT	00094	1010887	409108	01/13/22	840.00
					Account Total	840.00
					Department Total	1,344.00

**County of Adams**  
**Vendor Payment Report**

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	AMERICAN EAGLE ATTORNEY SERVIC	00001	1015633	414311	03/25/22	19.00
	CLEARY VICTORIA	00001	1015627	414311	03/25/22	19.00
	CRUMPTON SUSANNE	00001	1015625	414311	03/25/22	19.00
	FARR PAUL	00001	1015626	414311	03/25/22	19.00
	FORNIS GLENN	00001	1015628	414311	03/25/22	19.00
	GARCIA FRANCO SONIA	00001	1015630	414311	03/25/22	19.00
	KIMSEY JESSICA	00001	1015629	414311	03/25/22	19.00
	LOPEZ HENNY	00001	1015635	414311	03/25/22	66.00
	OWENS ROGER DALE	00001	1015636	414311	03/25/22	66.00
	REVELLO ABE	00001	1015634	414311	03/25/22	19.00
	ROWAN COUNTY DEPT OF SOCIAL SE	00001	1015631	414311	03/25/22	19.00
	ROWAN COUNTY DEPT OF SOCIAL SE	00001	1015632	414311	03/25/22	19.00
					Account Total	322.00
					Department Total	322.00

County of Adams  
Vendor Payment Report

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	METRO TRANSPORTATION PLANNING	00001	1015677	414457	03/29/22	4,207.45
	TYGRETT DEBRA R	00001	1015678	414457	03/29/22	525.00
					Account Total	4,732.45
					Department Total	4,732.45



**County of Adams**  
**Vendor Payment Report**

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CENTURA HEALTH	00001	1015661	414446	03/29/22	1,800.00
	CENTURA HEALTH	00001	1015662	414446	03/29/22	1,200.00
	CENTURA HEALTH	00001	1015676	414457	03/29/22	600.00
					Account Total	3,600.00
	Other Communications					
	VERIZON WIRELESS	00001	1015679	414457	03/29/22	2,140.07
					Account Total	2,140.07
					Department Total	5,740.07

County of Adams  
Vendor Payment Report

<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CENTURA HEALTH	00001	1015661	414446	03/29/22	600.00
					Account Total	600.00
					Department Total	600.00

County of Adams  
Vendor Payment Report

<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1015679	414457	03/29/22	125.17
					Account Total	125.17
					Department Total	125.17

County of Adams  
Vendor Payment Report

<u>4315</u>	<u>Space Port</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Promotion Expense					
	SPECIALTY INCENTIVES INC	00043	1015785	414577	03/30/22	701.58
					Account Total	701.58
					Department Total	701.58

County of Adams  
Vendor Payment Report

4316	Wastewater Treatment Plant	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00043	1015688	414466	03/29/22	1,148.05
					Account Total	1,148.05
	Telephone					
	CENTURYLINK	00043	1015683	414465	03/29/22	55.49
					Account Total	55.49
					Department Total	1,203.54

County of Adams  
Vendor Payment Report

Grand Total 3,808,486.55



## **Board of County Commissioners Minutes of Commissioners' Proceedings**

**Eva J. Henry - District #1**  
**Charles "Chaz" Tedesco - District #2**  
**Emma Pinter - District #3**  
**Steve O'Dorisio - District #4**  
**Lynn Baca - District #5**

**Tuesday**  
**April 05, 2022**  
**9:30 AM**

### **1. ROLL CALL**

#### **Rollcall**

**Present:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

### **2. PLEDGE OF ALLEGIANCE**

### **3. MOTION TO APPROVE AGENDA**

**A motion was made by Commissioner Tedesco, seconded by Commissioner Pinter, that this Agenda be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

### **4. AWARDS AND PRESENTATIONS**

- A.** Proclamation of April 2022 Stormwater Management and Floodwater Awareness Month
- B.** Proclamation of April 2022 as Sexual Assault Awareness Month
- I.** Resolution Supporting Adams 14 School District

**A motion was made by Commissioner Pinter, seconded by Commissioner Henry, that this Resolution be approved. The motion carried by the following vote:**

**Aye: 5 -** Commissioner Henry, Commissioner Tedesco, Commissioner Pinter,  
Commissioner O'Dorisio, and Commissioner Baca

## **5. PUBLIC COMMENT**

### **A. Citizen Communication**

**During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.**

Public Comment Submitted for April 5, 2022

### **B. Elected Officials' Communication**

## **6. CONSENT CALENDAR**

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Henry, that this Consent Calendar be approved. The motion carried by the following vote:**

**Aye: 5 -** Commissioner Henry, Commissioner Tedesco, Commissioner Pinter,  
Commissioner O'Dorisio, and Commissioner Baca

- A.** List of Expenditures Under the Dates of March 21-25, 2022
- B.** Minutes of the Commissioners' Proceedings from March 29, 2022
- C.** Resolution Adopting the Alternate Property Tax Appeal Calendar and Procedures for Tax Year 2022 as Permitted by C.R.S. §39-5-122.7
- D.** Resolution Designating County Fee Property as County Road Right-of-Way for York Street
- E.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers R0182317, R0105413, R0198656, R0091580, R0097723, R0174668, R0061231, R0159218, R0161514, R0129920, R0111915, R0192485, R0069036, C0037581, C0037515, and C0037439
- F.** Resolution Ordering that Vehicle Inspection Fees be Deposited into the Adams County General Fund
- G.** Resolution Approving the Intergovernmental Agreement between Board of County Commissioners of Douglas County, Colorado and the Respective Boards of County Commissioners for Adams, Arapahoe, Boulder, El Paso, Jefferson, and Larimer Counties, and the City and County of Denver to Memorialize their Respective Responsibilities in Connection with a Short-Term Placement Bed and Assessment Pilot (Pilot Project) Organized by Douglas County



- H. Resolution Accepting a Warranty Deed from Amerco Real Estate Company to Adams County for Right-of-Way Purposes

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving the Agreement between Adams County and Aggregate Industries - WCR, Inc., in the Amount of \$7,673,243.05, for the 2022 Street Paving Program

**A motion was made by Commissioner Tedesco, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

2. Resolution Approving an Agreement between Adams County and A-1 Chipseal Company in the Amount of \$987,736.52 for the 2022 Seal Program

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

3. Resolution Approving the Agreement between Adams County and Green Dream International, LLC, in the Amount of \$263,640.00, for Crushed Virgin Class 6 Materials

**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

4. Resolution Approving Amendment Three to the Agreement between Adams County and BearCom for the Acquisition and Installation of Equipment in the Amount of \$460,000.00 for County Emergency Vehicles

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Henry, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

5. Resolution Approving Amendment One to the Agreement between Adams County and Denver Rescue Mission in the Amount of \$289,272.00 for the Northglenn Winter Housing Program

**A motion was made by Commissioner Pinter, seconded by Commissioner O'Dorisio, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

6. Resolution Approving Amendment One to the Agreement between Adams County and Vector Disease Control International, LLC, in the Amount of \$243,179.00, for Mosquito Control Services

**A motion was made by Commissioner Pinter, seconded by Commissioner Henry, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

## **B. COUNTY ATTORNEY**

Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Tri-County Health Department

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, that this Executive Session be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

## **8. LAND USE HEARINGS**

### **A. Cases to be Heard**

1. RCU2020-00036 Potomac Boat & RV Storage

**This case was withdrawn.**

2. PRC2021-00003 Berkeley Villas

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, that this Land Use Hearing be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**3. PLN2022-00008 Pioneer Pipeline DA Amendment**

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, that this Resolution be approved. The motion carried by the following vote:**

**Aye: 5 -** Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**9. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Approve CDOT Grant CDAG #22-CFO-01 Agreement
<b>FROM:</b> Jeri Coin on behalf of Jeff Kloska, Director
<b>AGENCY/DEPARTMENT:</b> Colorado Air and Space Port
<b>HEARD AT STUDY SESSION ON:</b> April 5, 2022 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve for the surface ("Fogseal") rehabilitation for Runway 17-35 and Taxiway "D" grant agreement with Colorado Department of Transportation – Division of Aeronautics

### **BACKGROUND:**

The Colorado Air and Space Port maintains a Capital Improvement Plan for grant eligible airfield projects with the FAA and the Colorado Department of Transportation – Division of Aeronautics. This project is currently on the CIP for completion in 2022. CDOT has offered to provide a grant for 90% of the total project cost. The grant offer in the amount of \$270,000 reflects 90% of total project cost of \$300,000. Colorado Air and Space Port's portion of the project is \$30,000.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Colorado Air and Space Port  
Colorado Department of Transportation – Division of Aeronautics  
County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolution  
CDOT Grant Agreement Offer

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

**Fund: 43****Cost Center: 4304**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5590		270,000
<b>Total Revenues:</b>			<u>270,000</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:	9136		300,000
<b>Total Expenditures:</b>			<u>300,000</u>

**New FTEs requested:** ☐ YES ☐ NO

**Future Amendment Needed:** ☐ YES ☐ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING GRANT AGREEMENT BETWEEN ADAMS COUNTY AND  
THE STATE OF COLORADO FOR THE COLORADO AIR AND SPACE PORT FOGSEAL  
PROJECT OF RUNWAY 17-35 AND TAXIWAY D REHABILITATION

WHEREAS, the State of Colorado, Colorado Department of Transportation-Division of Aeronautics (“CDOT”), submitted the attached grant agreement for the surface (“Fogseal”) rehabilitation for Runway 17-35 and the rehabilitation of the Taxiway D that is being funded at ninety (90%) percent, in the amount of \$270,000, with Adams County responsible for the remaining ten (10%) percent, in the amount of \$30,000 for a project total of \$300,000; and,

WHEREAS, Colorado Air and Space Port (“CASP”) would like to approve the grant agreement by the acceptance deadline and move forward with the project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Grant Agreement between Adams and the State of Colorado for the Colorado Air and Space Port Fogseal Project of Runway 17-35 and Taxiway D Rehabilitation, a copy of which is attached, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Grant Agreement and that funds from said Grant Agreement shall be solely used for aviation purposes as described in the Grant Agreement and its associated manual.

CDOT – Aeronautics Division  
 CDAG #: 22-CFO-01  
 ROUTING: 22-HAV-ZH-00044  
 PO #: 471001915

## GRANT AWARD LETTER

### SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<b>State Agency</b> Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	<b>Grant Amount</b>  <b>State:</b> <b>\$270,000.00</b>
<b>Grantee</b> Adams County	
<b>Grant Issuance Date</b> The Effective Date	
<b>Grant Expiration Date</b> June 30, 2025	<b>Local Match Amount</b>  <b>Local:</b> <b>\$30,000.00</b>
<b>Grant Authority</b> Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	
<b>Grant Purpose</b> Element A: Runway 17/35 Complex Maintenance	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: Exhibit A, Discretionary Aviation Grant Application Exhibit B, Resolution Exhibit C, Grant Assurances Exhibit D, Sample Option Letter  In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Provisions of the main body of this Grant 2. Exhibit A, Discretionary Aviation Grant Application 3. Exhibit B, Resolution 4. Exhibit C, Grant Assurances 5. Exhibit D, Sample Option Letter	

**SIGNATURE PAGE****THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p><b>GRANTEE</b> Adams County</p> <hr/> <p>By: Lynn Baca, Chair Adams County Board of County Commissioners</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor <b>Department of Transportation</b></p> <hr/> <p>By: David R. Ulane, Aeronautics Division Director for Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <hr/> <p>By: Department of Transportation Lori Copeland, Accounting Controller</p> <p>Effective Date: _____</p>	



## 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## 2. TERM

### A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing written notice to the Grantee in a form substantially equivalent to Exhibit D.

### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, the Colorado Aeronautical Board or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

## 3. PURPOSE

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) “... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency...”

The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division’s Programs and Procedures Manual, (“the Manual”) and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

## 4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

### A. “Budget” means the budget for the Work described in Exhibit A.

- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- E. **“Exhibits”** means exhibits and attachments included with this Grant as shown on the first page of this Grant.
- F. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- G. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- H. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Manual”** means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics’ website.
- O. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- X. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 5. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

## 6. PAYMENTS TO GRANTEE

### A. Maximum Amount.

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

### B. Increase or Decrease Quantities and Total Price - State's Option.

The State, at its discretion, shall have the option to increase or decrease the-quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this agreement. In order to exercise this option, the State shall provide written notice to Grantee in in form substantially equivalent to Exhibit D prior to the end of the current Grant term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

### C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

### D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal

modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

**7. REPORTING - NOTIFICATION**

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §6.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**8. GRANTEE RECORDS**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit upon request to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

**9. CONFIDENTIAL INFORMATION - STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**10. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

**11. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

**12. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant

Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

### **13. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise, for all disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

### **14. NOTICES and REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

#### **For the State:**

Kip McClain, Aviation Planner  
CDOT-Division of Aeronautics  
5126 Front Range Parkway  
Watkins, CO 80137  
kip.mcclain@state.co.us

#### **For Grantee:**

Glenn Haskin  
Colorado Air & Space Port  
5200 Front Range Parkway  
Watkins, CO 80137  
ghaskin@adcogov.org

### **15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

### **16. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

### **17. GENERAL PROVISIONS**

#### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

#### **B. Captions and References**

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

#### **C. Entire Understanding**

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

## EXHIBIT A, DISCRETIONARY AVIATION GRANT APPLICATION



# Colorado Division of Aeronautics Discretionary Aviation Grant Application

### APPLICANT INFORMATION

<b>APPLICANT SPONSOR:</b> Adams County	<b>AIRPORT:</b> Colorado Air and Space Port	<b>IDENTIFIER:</b> CFO
<b>PROJECT DIRECTOR:</b> Glenn Haskin		
<b>MAILING ADDRESS:</b> 5200 Front Range Pkwy Watkins, CO 80137	<b>EMAIL ADDRESS:</b>	ghaskin@adcogov.org
	<b>PHONE NUMBER:</b>	(720) 523-7780

### GRANT NAME AND TERMS

22-CFO-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2025

### FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$270,000.00
Local Cash:	\$30,000.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$300,000.00

### PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. CFO RWY 17/35 Complex Pavement Maintenance	\$270,000.00	Up to 90.00%	\$30,000.00	10.00%	\$0.00	0.00%	\$300,000.00
<b>TOTALS</b>	<b>\$270,000.00</b>		<b>\$30,000.00</b>		<b>\$0.00</b>		<b>\$300,000.00</b>



## EXHIBIT B, RESOLUTION

### RESOLUTION

#### WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Program and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.

#### NOW, THEREFORE, BE IT RESOLVED THAT:

**Adams County**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. **Adams County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

#### FURTHER BE IT RESOLVED:

That **Adams County** hereby designates **Glenn Haskin** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

#### FURTHER:

**Adams County** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

#### FINALLY:

**Adams County** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

By: Lynn Baca, Chair, Adams County Board of County Commissioners

Date: \_\_\_\_\_

### ATTEST

By: Erica Hannah, Clerk Adams County Board of County Commissioners

## EXHIBIT C, GRANT ASSURANCES

### Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

#### I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

#### II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

#### III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

#### IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
  - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

**TABLE 1**

<b>Project Type</b>	<b>Useful Life</b>
<b>a.</b> All construction projects (unless listed separately below)	20 years
<b>b.</b> All equipment and vehicles	10 years
<b>c.</b> Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
<b>d.</b> Asphalt seal coat, slurry seal, and joint sealing	3 years
<b>e.</b> Concrete joint replacement	7 years
<b>f.</b> Airfield lighting and signage	10 years
<b>g.</b> Navigational Aids	15 years
<b>h.</b> Buildings	40 years
<b>i.</b> Land	Unlimited

### EXHIBIT D, SAMPLE OPTION LETTER

<b>State Agency</b> Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Agreement Maximum Amount</b> Initial Funding State: \$0.00 Modifications Option Letter 1 \$0.00 Option Letter 2 \$0.00 Option Letter 3 \$0.00 Option Letter 4 \$0.00 Modified Agreement Maximum Amount \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option <b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month Day, Year <b>Current Agreement Expiration Date</b> Month Day, Year

1. **OPTIONS:**

Option to extend for an Extension Term and/or add additional funds.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the grant maximum amount for a change in services as stated in the Original Agreement, as amended.
- C. **For use with all Option Letters:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.

3. **OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller, whichever is later.

<p align="center"><b>STATE OF COLORADO</b>          Jared S. Polis, Governor  <b>Department of Transportation</b></p> <hr/> <p>By: David R. Ulane, Aeronautics Division Director          For Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____          Department of Transportation          Lori Copeland, Accounting Controller</p> <p>Option Effective Date: _____</p>
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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> First Amendment to Development Agreement with 6201 N. Broadway LLC
<b>FROM:</b> Jenni Hall, Director; Chase Evans, Deputy Director; Greg Labrie, Senior Civil Engineer
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the cash-in-lieu payment of \$44,737.73 rather than require construction of improvements on North Broadway due to conflicts in design with the County's capital improvement project on West 62 <sup>nd</sup> Avenue.

### **BACKGROUND:**

The developer is the owner of the property located at 6201 N. Broadway in Adams County. The property is located on the northwest corner of W. 62<sup>nd</sup> Avenue and N. Broadway. The developer is responsible for public street improvements along the lot frontage on W. 62<sup>nd</sup> Avenue and the frontage along N. Broadway.

The purpose of this Amended Development Agreement is to provide payment to the County as cash-in-lieu for certain public improvements as described in Exhibit "B." These public improvements consist of curb, gutter, and sidewalk adjoining N. Broadway along the lot frontage.

The Department of Community and Economic Development reviewed the site plan and the engineering documents associated with the development. Final acceptance of the project is contingent upon approval of the Amended Development Agreement.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolution

First Amended Development Agreement with 6201 N. Broadway LLC

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

**Fund:****Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

RESOLUTION APPROVING FIRST AMENDED DEVELOPMENT  
AGREEMENT BETWEEN ADAMS COUNTY AND  
6201 N. BROADWAY LLC

WHEREAS, the Adams County Development Standards and Regulations of the County of Adams, State of Colorado, require a developer to enter into a Development Agreement for the construction of certain public and private improvements; and,

WHEREAS, 6201 N. Broadway LLC., (“Developer”), is owner of certain real property located at 6201 N. Broadway, Adams County, CO, Parcel Number; 0182510200073; and,

WHEREAS, Adams County requires Developers to enter into a written agreement with the County prior to the final acceptance of public and/or private improvements; and,

WHEREAS, the County and the Developer desire to enter into an Amended Development Agreement for the public improvements at 6201 N. Broadway Street in Case No. BDP20-0605; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Amended Development Agreement for Case No. BDP20-0605.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amended Development Agreement between Adams County and 6201 N. Broadway LLC., a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute said Agreement on behalf of the County of Adams, State of Colorado.

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN 6201 N.  
BROADWAY, LLC AND ADAMS COUNTY**

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN 6201 N. BROADWAY, LLC AND ADAMS COUNTY (this "First Amendment") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and 6201 N. Broadway, LLC, located at 6201 N. Broadway, Denver, CO 80216, hereinafter called "Developer" and together hereinafter called "the Parties."

**WITNESSETH:**

WHEREAS, the Parties are party to that certain DEVELOPMENT AGREEMENT (the "Agreement") dated April 14, 2021, recorded in Adams County at Reception Number 2021000062940 on May 25, 2021 and as County Case Number SIA2020-00022, to install public and/or private improvements, and to deed land for public purposes or right-of-way; and,

WHEREAS, the Property that is the subject of the Agreement is adjacent to the County's West 62<sup>nd</sup> Avenue Capital Improvements Project and Broadway Street ("62<sup>nd</sup> Avenue Project"); and,

WHEREAS, the Colorado Department of Transportation ("CDOT") is requiring the Developer to tie in the improvements to the road owned and maintained by CDOT, Broadway Street, to the improvements on 62<sup>nd</sup> Avenue; and,

WHEREAS, the County has not completed the design phase of the 62<sup>nd</sup> Avenue Project and this design is required to complete the requirements from CDOT; and,

WHEREAS, the County's Community and Economic Development Department finds it advisable for the Developer to provide cash-in-lieu rather than construct the improvements on Broadway Street adjacent to the Property; and,

WHEREAS, the parties now wish to amend the Agreement to provide for cash-in-lieu instead of construction of the improvements required on Broadway Street.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant, and agree as follows:

**1. AMENDMENTS.** Following sections of the Agreement are amended as follows:

**Section 4. Cash-in-Lieu.** Developer shall furnish to the County a cash escrow deposit with sufficient funds to make all cash-in-lieu payments required pursuant to this Agreement and Developer will furnish evidence of such cash escrow deposit to the County. Said cash escrow deposit shall be sufficient to satisfy the cost of the improvements described in Exhibit B to this First Amendment in the amount of \$44,737.73. Exhibit B to the Agreement is hereby deleted and replaced with Exhibit B to this First Amendment.

**Section 8. [Deleted]**

**Section 9. [Deleted]**

**Section 11: Improvements.** The undersigned developer hereby agrees to provide the following improvements, and to dedicate described property.

A. Broadway Improvements. **[Deleted]**

B. Public Dedication of land for right-of-way purposes or other public purpose. Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the land described in Exhibit E for right-of-way or other purposes.

**Section 12. [Deleted]**

**2. RELATIONSHIP TO THE AGREEMENT.** Except as modified as by this First Amendment, the terms of the Agreement shall remain in full force and effect.



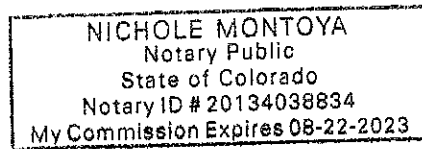
IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first written.

*[Signature pages follow]*

Developer

6201 N. Broadway, LLC  
a Colorado limited liability company

By: Michelle Carwin  
Name: Michelle Carwin  
Title: Manager



The foregoing instrument was acknowledged before me this 3 day of March,  
2022 by Michelle Carwin

My commission expires: 8/22/2023

Address: 12001 pecos st Montoya  
Westminster CO Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

Approved as to form

\_\_\_\_\_  
County Attorney

**EXHIBIT B**

Cash in Lieu for Broadway Improvements

**Public Improvements: Broadway Street – Cash in lieu of**

Description	Est Qty	Unit	Est Unit Cost	Est Cost	CDOT #
Curb & Gutter Type 2 (Section II-B)	271	LF	\$ 36.00	\$ 9,756.00	609-21020
Sawing Asphalt Material (10")	271	LF	\$ 7.40	\$ 2,005.40	202-05030
Sidewalk	182	SY	\$ 112.78	\$ 20,525.96	608-00000
Landscape Restoration	1	LS	\$6,000.00	\$ 6,000.00	212-01200
Hot Mix Asphalt (Patching)	60	SY	\$ 72.00	\$ 4,320.00	403-00721
<b>Total</b>				<b>\$ 42,607.36</b>	

\*Unit costs from CDOT 2020 Cost Data Book

<https://www.codot.gov/business/eema/assets/2020-cost-data-book-full-year.pdf>

0% Administration fee =	\$ -
Subtotal =	\$ 42,607.36
5% Inflation =	\$ 2,130.37
<b>TOTAL =</b>	<b>\$ 44,737.73</b>



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Security Realty Co. for property necessary for the York Street Roadway and Drainage Improvements Project from East 78 <sup>th</sup> Avenue to East 88 <sup>th</sup> Avenue
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the York Street Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the York Street corridor from East 78<sup>th</sup> Avenue to East 88<sup>th</sup> Avenue for the York Street Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of York Street. Attached is a copy of the right-of-way agreement between Adams County and Security Realty Co. for acquisition of property interests in the amount of \$204,604.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-way agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

**Fund: 13****Cost Center: 3056**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b>\$15,000,000</b>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND SECURITY REALTY CO. FOR PROPERTY NECESSARY FOR  
THE YORK STREET ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT FROM  
EAST 78<sup>TH</sup> AVENUE TO EAST 88<sup>TH</sup> AVENUE IN THE AMOUNT OF \$204,604.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along York Street corridor from East 78<sup>th</sup> Avenue to East 88<sup>th</sup> Avenue for the York Street Roadway and Drainage Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, this right-of-way acquisition is a portion of 7801 York Street located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Security Realty Co. (“Parcel RW-202A, RW-202B and RW-202C”); and,

WHEREAS, Adams County requires ownership of Parcels RW-202A, RW-202B and RW-202C for construction of the Improvements; and,

WHEREAS, Security Realty Co. is willing to sell Parcels RW-202A, RW-202B and RW-202C to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Security Realty Co., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## **Right-of-Way Agreement**

This Agreement is made and entered into by and between **Security Realty Co.**, whose address is **600 Josephine St., Denver, CO 80206** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 7801 York Street hereinafter (the "Property") for the York Street Improvements Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **TWO HUNDRED FOUR THOUSAND SIX HUNDRED FOUR AND NO/100 DOLLARS (\$204,604.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$198,144.00 for the conveyance of road right-of-way and \$6,460.00 for approximately 7,221 square feet of gravel in parking area and 24 linear feet of concrete curb. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner is the record Owner of the Property, subject to other matters of record, and has no actual knowledge of any other interests in the Property. The Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the Property upon tender by the County of a warrant (check) for the compensation agreed upon. The County agrees to compensate the owner by June 1<sup>st</sup>, 2022.
3. The Owner agrees to pay all 2021 taxes due in 2022 prior to tender by the County.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the owner and/or its agent.
5. The County will remove approximately 7,221 square feet of gravel in parking area and 24 linear feet of concrete curb. But the County has agreed to reimburse the owner the expense of the gravel and concrete curb and made a part of this Agreement.

6. The County shall require its contractors who are responsible for constructing the Project to maintain insurance in the amounts set forth below and to include the Landowner as a named insured in the appropriate policies.
  - a) Workers' Compensation - State statutory limits.
  - b) Commercial General Liability - Including without limitation Premises Operations, Independent Contractors (let or sublet work); Contractual Liability; Products and Completed Operations. Minimum Coverage \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - c) Commercial Auto Coverage - \$1,000,000 Combined Single Limit. This policy shall cover all subcontractor furnished, owned, hired, and non-owned vehicles, including the loading or unloading thereof.
  - d) The contractor shall not allow insurance required by this Agreement to lapse, be canceled, reduced in limits or coverage, non-renewed, or materially changed during the Project. Certificates of Insurance shall be filed with the County prior to start of work on the Project. Such Certificates of Insurance shall be in a form acceptable to the County and shall provide satisfactory evidence that the contractor has complied with all insurance requirements.
7. Sections 4 and 6 of this Agreement, with all subsections, shall survive closing.
8. The Owner acknowledges and agrees that, by entering into this Agreement, it is waiving the right to contest the County's taking of possession of or title to the Property by eminent domain for the public purpose of expanding road right-of-way. This transaction is under threat of eminent domain.
9. If the Owner fails to consummate this Agreement for any reason, except the County's default, the County may at its option, enforce this Agreement by bringing an action against the Owner for specific performance.
10. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project, except that the parties acknowledge concurrently entering into a Temporary Construction Easement and Right-of-Entry. This Agreement shall be deemed a contract binding upon the Owner and County and extending to their successors, heirs and assigns.
11. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
12. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.



**Owner:**  
Security Realty Co.

By: 

Name: Bowen McDougal, Vice President

Date: 3/25/22

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF  
COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-202A**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-202A of Adams County Project Number IMP-3056-1603, containing 820 square feet, more or less, being a portion of that parcel of land described in Redemption Certificate No 18663 recorded on May 28, 1981, in Book 2557, Page 755, of the records of the Adams County Clerk and Recorders Office, situated in the Northeast Quarter of Section 35 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Northeast corner of Section 35 whence the East Line of the Northeast quarter of Section 35 bears S00°12'25"W a distance of 2632.49 feet;

THENCE S09°52'55"W a distance of 1296.44 feet to the southeast corner of said parcel and the  
**POINT OF BEGINNING PARCEL RW-202A;**

Thence S89°44'41"W along the southerly boundary of said parcel, a distance of 82.10 feet to a point on the westerly boundary of said parcel;

Thence departing said southerly boundary N00°14'16"E along the westerly boundary of said parcel, a distance of 10.00 feet;

Thence departing said westerly boundary N89°44'41"E a distance of 81.98 feet to a point on the easterly boundary of said portion of parcel;

Thence S00°26'16"E along said easterly boundary, a distance of 10.00 feet to the  
**POINT OF BEGINNING PARCEL RW-202A.**

**Containing 820 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

---

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



30.00' W.C. NE COR. SEC. 35  
3-1/4" ALUMINUM CAP  
MARKED "30.00' W.C. JR ENG LS 25369 2000"

NE 1/4, NE 1/4  
SEC 35  
T2S, R68W 6TH P.M.

NE COR. SEC. 35  
(CALCULATED POSITION)  
P.O.C. RW-202A

N89°26'42"E  
30.00'

OWNER:  
SECURITY REALTY COMPANY  
C/O ROBERT MC DOUGAL  
232 W 13TH AVE  
DENVER, CO 80204

RW-202A  
820 SQ FT +/-

N00°14'16"E  
10.00'

N89°44'41"E  
81.98'

S89°44'41"W  
82.10'  
S00°26'16"E  
10.00'

P.O.B.  
RW-202A

78TH AVE

YORK ST.

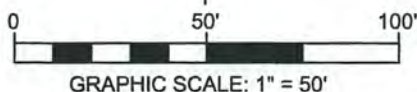
S00°12'25"W 2632.49'  
(BASIS OF BEARINGS)  
E. LINE NE 1/4 SEC. 35

EAST QUARTER COR. SEC. 35  
3-1/4" ALUMINUM CAP  
MARKED "PLS 6973 1993"



JERRY R JOHNSON  
DATE:  
PROJ: IMP-3056-1603  
FOR AND ON BEHALF OF  
PETROLEUM FIELD SERVICES, LLC  
d.b.a. ASCENT GEOMATICS SOLUTIONS

NOTE: THIS IS NOT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO BE A GRAPHIC  
DEPICTION OF THE ATTACHED DESCRIPTION.



Ascent Geomatics Solutions  
8620 Wolff Court  
Westminster, CO 80031  
(303) 928-7128

EXHIBIT "B"

YORK ST - 78TH AVE TO 88TH AVE



RockSol  
Consulting Group, Inc.

12076 Grant Street  
Thornton, CO 80241  
Ph: (303) 962-9300  
Fax: (303) 962-9350

RW-202A

SECURITY REALTY COMPANY

File Name: RCG\_B180001-RW-202A

Project No. IMP-3056-1603

Print Date: 01-20-2020

Sheet: 2 of 2

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-202B**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-202B of Adams County Project Number IMP-3056-1603, containing 6,413 square feet, more or less, being a portion of that parcel of land described in Redemption Certificate No 18663 recorded on May 28, 1981, in Book 2557, Page 755, of the records of the Adams County Clerk and Records Office, situated in the Northeast Quarter of Section 35 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Northeast corner of Section 35 whence the East Line of the Northeast quarter of Section 35 bears S00°12'25"W a distance of 2632.49 feet;

THENCE S02°27'00"W a distance of 1277.62 feet to the southeast corner of said parcel and the **POINT OF BEGINNING PARCEL RW-202B;**

Thence S89°44'41"W along the southerly boundary of said parcel, a distance of 167.88 feet to a point on the westerly boundary of said parcel;

Thence departing said southerly boundary N00°26'16"E along said westerly boundary, a distance of 10.00 feet;

Thence N89°44'41"E a distance of 120.83 feet;

Thence N47°32'37"E a distance of 29.06 feet;

Thence N00°45'37"E a distance of 160.76 feet to a point on the northerly boundary of said parcel;

Thence N89°44'23"E along northerly boundary of said parcel a distance of 24.24 feet to a point on the easterly boundary of said parcel;

Thence S00°12'25"W along easterly boundary of said parcel, a distance of 190.26 feet to the **POINT OF BEGINNING PARCEL RW-202B.**

**Containing 6,413 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

---

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions





30.00' W.C. NE COR. SEC. 35  
3-1/4" ALUMINUM CAP  
MARKED "30.00' W.C. JR ENG LS  
25369 2000"

NE COR. SEC. 35  
(CALCULATED POSITION)  
P.O.C. RW-202B

NE 1/4, NE 1/4  
SEC 35  
T2S, R68W 6TH P.M.

N89°26'42"E  
30.00'

N89°44'23"E 24.24'

OWNER:  
SECURITY REALTY COMPANY  
C/O ROBERT MC DOUGAL  
232 W 13TH AVE  
DENVER, CO 80204-2712

RW-202B  
6,413 SQ FT +/-

N47°32'37"E 29.06'

N89°44'41"E 120.83'

S89°44'41"W 167.88'

N00°26'16"W  
10.00'

78TH AVE

P.O.B.  
RW-202B

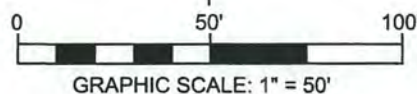
EAST QUARTER COR. SEC. 35  
3-1/4" ALUMINUM CAP  
MARKED "PLS 6973 1993"

S02°27'00"W  
1277.62'

S00°12'25"W 2632.49'  
(BASIS OF BEARINGS)  
E. LINE NE 1/4 SEC. 35



JERRY R JOHNSON  
DATE:  
PROJ: IMP-3056-1603  
FOR AND ON BEHALF OF  
PETROLEUM FIELD SERVICES, LLC  
d.b.a. ASCENT GEOMATICS SOLUTIONS



NOTE: THIS IS NOT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO BE A GRAPHIC  
DEPICTION OF THE ATTACHED DESCRIPTION.



ADAMS COUNTY  
COLORADO



Ascent Geomatics Solutions  
8620 Wolff Court  
Westminster, CO 80031  
(303) 928-7128



RockSol  
Consulting Group, Inc.

12076 Grant Street  
Thornton, CO 80241  
Ph: (303) 962-9300  
Fax: (303) 962-9350

EXHIBIT "B"

YORK ST - 78TH AVE TO 88TH AVE

RW-202B

SECURITY REALTY COMPANY

File Name: RCG\_B180001-RW-202B

Project No. IMP-3056-1603

Print Date: 01-20-2020

Sheet: 2 of 2

## EXHIBIT "C"

### DEED FROM SECURITY REALTY COMPANY, TO THE COUNTY OF ADAMS, STATE OF COLORADO

#### Legal Description

Being that parcel of land described in the Redemption Certificate recorded on March 29, 1976 in Book 2053 Page 927 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, being more particularly described as follows:

Commencing at the Southeast Corner of the North Half of said Northeast Quarter of Section 35, whence the Northeast Corner of the Northeast Quarter of said Section 35 bears North 00°12'25" East, a distance of 1316.24 feet; thence South 89°44'41" West, along the South line of the North Half of the Northeast Quarter said Section 35, a distance of 200.00 feet to the Southeast Corner of the parcel of land described in said Book 2053 Page 927, said corner being coincident with the Southwest Corner of the parcel of land described in the Quit Claim Deed recorded on January 9, 1958 in Book 691 Page 386 in said Office of the Adams County Clerk and Recorder, and the Point of Beginning:

Thence continuing South 89°44'41" West, along the South line of said Book 2053 Page 927 and said South line of the North Half of the Northeast Quarter of Section 35, a distance of 1,312.68 (1,312.95 – record) to the Southwest Corner of said Book 2053 Page 927;

Thence North 29°05'49" East, along the Westerly line of the parcel of land described in said Book 2053 Page 927, a distance 45.89 feet to the Northwest Corner thereof, said corner being coincident with the Southwest Corner of the Plot 1 of CIANCIO SUBDIVISION, FIRST FILING, a subdivision recorded on November 17, 1969 in File No. 12 Map No. 176 in said Office of the Adams County Clerk and Recorder;

Thence North 89°44'41" East, along the Northerly line of the parcel of land described in said Book 2053 Page 927, said line also being coincident with the South lines of Plots 1, 2, and 3 of said CIANCIO SUBDIVISION, FIRST FILING, a distance of 1,290.19 (1,290.79 – record) feet to the Northeast Corner of said Book 2053 Page 927;

Thence South 00°15'19" East, along the Easterly line of the parcel of land described in said Book 2053 Page 927, said line also being the Westerly line of the parcel of land described in said Book 691 Page 386, a distance of 40.00 feet to the Point of Beginning.

Containing: 52,057 square feet or 1.20 acres, more or less.

Legal description prepared by:

Ian Cortez, PLS  
Colorado Professional  
Land Surveyor No. 32822  
For and on behalf of:  
Adams County, Colorado





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Intergovernmental Agreement between the City of Westminster, the City of Federal Heights, and the Adams County Regarding Resurfacing and Concrete Work in the Zuni Street – 84 <sup>th</sup> Avenue Area
<b>FROM:</b> Brian Staley, PE, PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve an Intergovernmental Agreement with the City of Westminster, the City of Federal Heights regarding resurfacing and concrete work in the Zuni Street – 84 <sup>th</sup> Avenue area

### **BACKGROUND:**

Adams County, the City of Westminster, and the City of Federal Heights desire to enter into an “Intergovernmental Agreement Regarding Resurfacing and Concrete Work in the Zuni Street – 84<sup>th</sup> Avenue Area. The City of Federal Heights will perform resurfacing and the City of Westminster will perform concrete work in the Zuni Street -84<sup>th</sup> Avenue area. Adams County has a portion of road right of way in the project area and would like the two cities to include the County’s infrastructure into their project contracts. The agreement outlines the responsibilities of each agency regarding the project and associated costs.

The estimated cost for the County is approximately \$32,300 and will be paid for from Fund 13, Cost Center 3055, Account 7820.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works Department  
City of Westminster  
City of Federal Heights

### **ATTACHED DOCUMENTS:**

Agreement  
Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

**Fund:** 00013**Cost Center:** 3055

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7820		8,000,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY, THE CITY OF WESTMINSTER, AND THE CITY OF FEDERAL  
HEIGHTS REGARDING RESURFACING AND CONCRETE WORK IN THE ZUNI STREET  
– 84<sup>TH</sup> AVENUE AREA IN THE AMOUNT OF \$32,277.88

WHEREAS, Adams County (the “County”), the City of Westminster (“Westminster”), and the City of Federal Heights (“Federal Heights”) (collectively “Parties”), desire to enter into the Intergovernmental Agreement (“IGA”) Regarding Resurfacing and Concrete Work in the Zuni Street – 84th Avenue Area; and,

WHEREAS, the Parties desire to cooperate with each other for the purposes of resurfacing of the asphalt pavement and the removal and replacement of deteriorated concrete along Zuni Street – 84th Avenue Area (“Project”); and,

WHEREAS, Federal Heights will perform the pavement work and Westminster will perform the concrete work with each agreeing to be financially responsible for the work performed within their jurisdiction; and,

WHEREAS, the County will reimburse Westminster and Federal Heights for the portion of work within the County’s jurisdiction; and,

WHEREAS, the agreement outlines the responsibilities of each party regarding the project and associated costs.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the Intergovernmental Agreement Regarding Resurfacing and Concrete Work in the Zuni Street – 84<sup>th</sup> Avenue Area, three copies of which are attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said agreement on behalf of Adams County.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WESTMINSTER, CITY  
OF FEDERAL HEIGHTS AND THE COUNTY OF ADAMS COUNTY REGARDING  
RESURFACING AND CONCRETE WORK IN THE ZUNI STREET – 84<sup>TH</sup> AVENUE AREA**

This **INTERGOVERNMENTAL AGREEMENT REGARDING THE RESURFACING AND CONCRETE WORK IN THE ZUNI STREET-84<sup>TH</sup> AVENUE AREA** (the “Agreement”) is made and entered into effective this — day of February, 2022, by and among the **CITY OF WESTMINSTER**, a Colorado home rule municipality whose principal business address is 4800 West 92nd Avenue, Westminster, Colorado 80031, the **CITY OF FEDERAL HEIGHTS**, a Colorado home rule municipality whose principal business address is 2380 West 90<sup>th</sup> Avenue, Federal Heights, Colorado 80260, and **THE COUNTY OF ADAMS COUNTY**, 4430 South Adams County Parkway, Suite W5700, Brighton, Colorado 80601. The City of Westminster, City of Federal Heights and Adams County are referred to herein as either the singular “Party” or the plural “Parties.”

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, Westminster, Federal Heights and Adams County desire to cooperate with each other for the purposes of resurfacing of the asphalt pavement and the removal and replacement of deteriorated concrete along Zuni Street – 84<sup>th</sup> Avenue Area (“Project”) as set forth in Exhibit A, which is attached hereto and made a part of this Agreement; and

WHEREAS, Federal Heights will perform the pavement work and Westminster will perform the concrete work with each Party agreeing to be financially responsible for the work performed within their jurisdiction; and

WHEREAS, estimates of the Project’s construction costs including the work performed within each jurisdiction are set forth in EXHIBIT A; and

NOW, THEREFORE, in consideration for the making and performance of the mutual promises and covenants contained herein the parties agree as follows:

**1.0 AGREEMENT SCOPE OF WORK**

- 1.1 Subject to the terms and conditions set forth in this Agreement including the recitals above which are hereby incorporated into this Agreement the Parties agree as follows.
- 1.2 Westminster shall perform the concrete work (deteriorated concrete removal and replacement) within the Project area as shown on Exhibit A .
- 1.3 Federal Heights shall perform the paving work (roadway patching and resurfacing) within the Project area as shown on Exhibit A. Such work shall consist of a 2 inch mill and overlay, restriping of the roadway, replacement of all traffic markings.
- 1.4 Westminster and Federal Height’s Project duties shall include the management, advertisement, contracting, construction and inspection of each entiites Project duties.

**2.0 CONTRIBUTION PAYMENTS.** Westminster shall send an invoice to Adams County, with the quantities and unit prices, for its share of the concrete work and Adams County shall pay Westminster within thirty (30) days of receipt of the invoice. Federal Heights shall send an invoice to Westminster and Adams County, with the quantities and unit prices for their share of the paving work and Westminster and Adams County shall pay Federal Heights within thirty (30) days of receipt of the invoice.

**3.0 PROJECT MANAGERS**

3.1 Westminster's project manager is Brock Hufford, Pavement Management Coordinator, Department of Public Works and Utilities, Street Operations Division.

3.2 Federal Heights project manager is Jeff Hill, City Engineer, Engineering Department.

3.3 Adams County project manager is Jennifer Shi, Senior Transportation Engineer, Public Works.

3.4 The project managers shall be responsible for reporting to their respective entities the progress of the Project, as well as addressing any issues which might arise. The Parties may change their project manager upon written notice to the other Parties.

**4.0 COOPERATION.** The Parties agree that, they will cooperate with each other to the fullest extent in the scheduling of the work, supervision, and review to ensure the successful completion of the Project. Each Party may inspect the Project work performed within their jurisdiction and shall address any concerns with the Project Manager for the entity responsible for the work. The Parties predict that all Project work will be completed by no later than \_\_\_\_\_ 2022.

**5.0 WARRANTY.** The Parties agree that any contracts awarded for the construction of the Project shall be warranted by the selected Contractor for a one (1) year period, and that surety shall be provided for enforcement of the warranty.

**6.0 INSURANCE AND INDEMNIFICATION.**

6.1 During the term of this Agreement, all Parties shall maintain property and general liability insurance in commercially reasonable amounts, which obligation may be met by Westminster and Federal Heights through their membership in the insurance pool provided by the Colorado Intergovernmental Risk Sharing Agency (CIRSA).

6.2 Westminster and Federal Heights shall require that all contractors, subcontractors, and independent contractors employed by them for the Project maintain property, general liability and statutory worker's compensation insurance in such amounts as to insure Westminster, Federal Heights and Adams County as an additional insured, to at least the statutory limits of their liability.

6.3 Westminster and Federal Heights shall require that the selected Contractor for the Project and its subcontractors indemnify, defend and hold harmless Federal Heights, Adams County and Westminster, and their respective officials, and employees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities of, by or with respect to third parties to the extent they arise, or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional misconduct or negligent acts or omissions of the selected Contractor, the selected Contractor's subcontractors, suppliers, and/or employees in connection with work on the Project.

- 7.0 ADDITIONAL DOCUMENTS.** The Parties agree to execute any additional documents that are necessary to fulfill the obligations of this Agreement.
- 8.0 ASSIGNMENT.** This Agreement shall not be assigned by any Party without the prior written consent of all other Parties.
- 9.0 FORCE MAJEURE.** Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, epidemics, pandemics, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
- 10.0 BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
- 11.0 EXHIBITS.** All EXHIBITS referred to in this Agreement are, by reference, incorporated herein for all purposes.
- 12.0 NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered, sent by certified mail or registered mail, postage and fees prepaid, addressed to the Project Managers as referenced in paragraph 3.0 above at the address set forth set forth in the Agreements recitals or at such other address as has been previously furnished in writing, to all Parties. Such notice shall be deemed to have been given when deposited in the United States mail.
- 13.0 PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 14.0 INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by all the Parties. If any other provision of the Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- 15.0 DEFAULT.** Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by any Party, then this Agreement, at the option of the Party(s) not in default, may be terminated in which case, the nondefaulting Party(s) may recover actual damages as may be proper.
- 16.0 WAIVER OF BREACH.** A waiver by any Party to the Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
- 17.0 ATTORNEY'S FEES.** Should litigation ensue among the Parties the prevailing Party(s) shall be entitled to attorney fees.

**18.0 GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the District Court for Adams County, Colorado.

**19.0 GOVERNMENTAL IMMUNITIES.**

19.1 The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by any Party of rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., *et seq.*) as same may be amended from time to time.

19.2 The Parties agree that in the event any claim or suit is brought against any or all Parties by any third party as a result of the operation of this Agreement that all Parties will cooperate with each other, and with the insuring entities of all Parties, in defending such claim or suit.

SIGNATURE PAGE FOLLOWS

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**CITY OF FEDERAL HEIGHTS,  
COLORADO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Seal]

ATTEST

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF WESTMINSTER, COLORADO**

By: Jody Andrews

Name: Jody Andrews

Title: Interim City Manager

[Seal]



ATTEST

*[Signature]*  
City Clerk

APPROVED AS TO FORM

Dave Frankel  
City Attorney

**BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO**

\_\_\_\_\_  
By: Chairman of the Board

ATTEST:

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

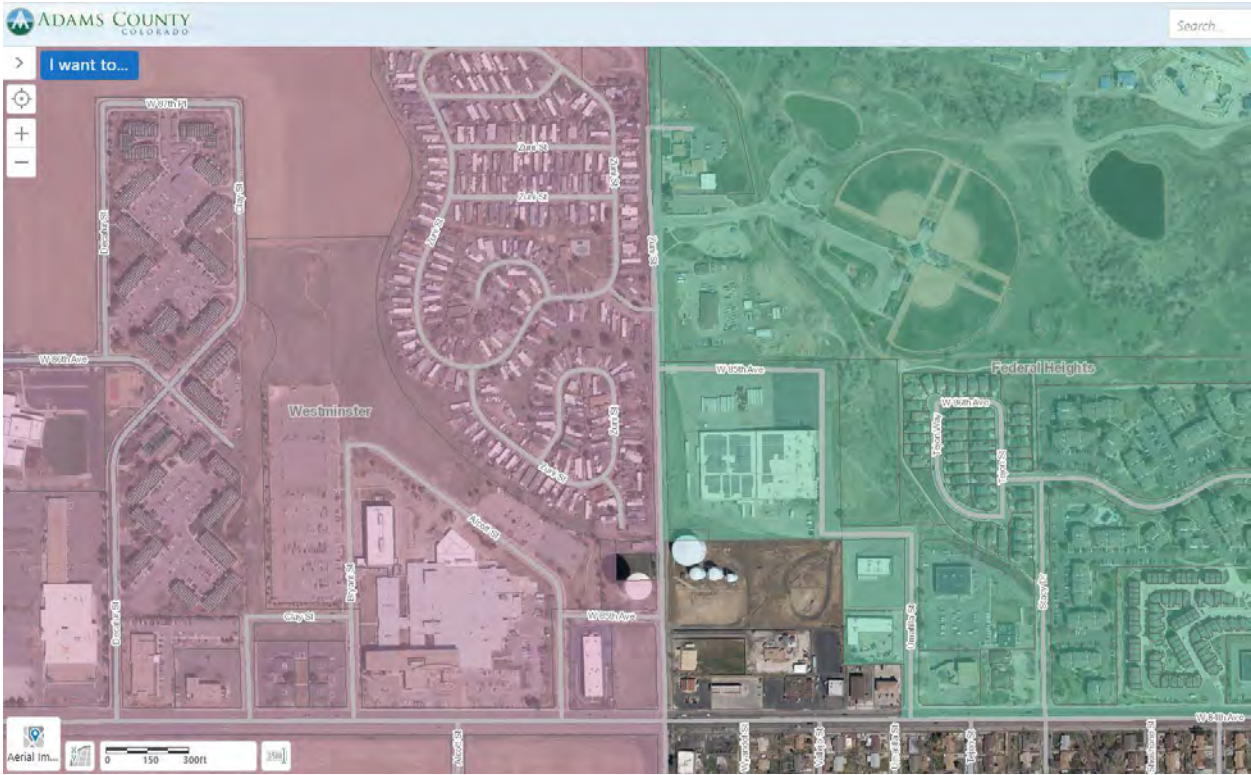
\_\_\_\_\_  
Date of Approval:

**EXHIBIT A**

**FEE PAYMENT SCHEDULE AND LOCATION MAP**



<b>Westminster Portion</b>					
	<b>Zuni St</b>	<b>84th Ave</b>	<b>North End</b>	<b>3,000</b>	
2" OL	Removal of Asphalt Mat (2" Full Width Plaining)	3000	Sq Yards	1.80	\$ 5,400.00
	HMA GR SX (75) PG 64-22 (25% RAP)	580	Tons	70.28	\$ 40,762.40
	Adjust Valves	13	Each	34.45	\$ 447.85
	Traffic Control (Collector)	3	LS/Day	2,226.00	\$ 6,678.00
	Temporary Striping (Waterborne)	1	Gal	53.00	\$ 53.00
	Lane Lines Epoxy Paint (White & Yellow)	1	Gal	125.08	\$ 125.08
	Full Depth Patching	774	Sq Yards	34.98	\$ 27,074.52
	Thermoplastic Comination Straight & Turn Arrow	1	Each	514.10	\$ 514.10
	Thermoplastic Turn Arrows	1	Each	349.80	\$ 349.80
	Thermoplastic Crosswalks (2'x8')	80	Sq Feet	11.66	\$ 932.80
	Thermoplastic Stop Bars	48	Sq Feet	11.66	\$ 559.68
	Concrete Replacement				\$ 48,682.40
				<b>Sub Total</b>	\$ 131,579.63
<b>Adams County Portion</b>					
	<b>Zuni St</b>	<b>84th Ave</b>	<b>North End</b>	<b>1,300</b>	
2" OL	Removal of Asphalt Mat (2" Full Width Plaining)	1300	Sq Yards	1.80	\$ 2,340.00
	HMA GR SX (75) PG 64-22 (25% RAP)	143	Tons	70.28	\$ 10,050.04
	Traffic Control (Collector)	2	LS/Day	2,226.00	\$ 4,452.00
	Temporary Striping (Waterborne)	2	Gal	53.00	\$ 106.00
	Lane Lines Epoxy Paint (White & Yellow)	2	Gal	125.08	\$ 250.16
	Thermoplastic Crosswalks (2'x8')	48	Sq Feet	11.66	\$ 559.68
	Concrete Replacement				\$ 14,520.00
				<b>Sub Total</b>	\$ 32,277.88





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Dolores Maria Sanut for property necessary for the Miscellaneous Concrete and ADA Ramps Project in the amount of 420.00 Dollars
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Dolores Maria Sanut, for acquisition of road right-of-way in the amount of \$420.00. The attached resolution allows the County to acquire ownership of the property needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-way agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

**Fund: 13****Cost Center: 3058**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7820		\$1,000,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b>\$1,000,000</b>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT  
BETWEEN ADAMS COUNTY AND DOLORES MARIA SANUT  
FOR PROPERTY NECESSARY FOR THE MISCELLANEOUS CONCRETE AND ADA  
RAMPS PROJECT IN THE AMOUNT OF 420.00 DOLLARS

WHEREAS, Adams County is in the process of acquiring right-of-way along Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the Miscellaneous Concrete and ADA Ramps Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“Improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 8298 Cherokee Street located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Dolores Maria Sanut, (“Parcel 20”); and,

WHEREAS, Adams County requires ownership of Parcel 20 for construction of the Improvements; and,

WHEREAS, Dolores Maria Sanut is willing to sell Parcel 20 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Dolores Maria Sanut, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## Right-of-Way Agreement

This Agreement is made and entered into by and between **Dolores Maria Sanut** whose address is **8298 Cherokee Street, Denver, Colorado 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **8298 Cherokee Street, Denver, Colorado 80221** hereinafter (the "Property") for the 2021 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FOUR HUNDRED TWENTY AND NO/100 DOLLARS (\$420.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$385.00 for the conveyance of road right-of-way, and \$35.00 for granite stones. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all 2020 taxes due in 2021 prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The County will remove approximately two medium granite stones. But the County has agreed to reimburse the owner the expense of the lost medium granite stones, and made a part of this Agreement.
7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
8. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
9. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
10. Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner:**

By:

  
Dolores Maria Sanut

Date:

12-2-2021

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney

## WARRANTY DEED

**THIS DEED**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **DOLORES MARIA SANUT**, whose address is 8298 Cherokee Street, Denver, Colorado 80221, grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

**WITNESS**, that the grantor(s), for and in consideration of the sum of FOUR HUNDRED TWENTY AND NO/100 DOLLARS (\$420.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Also known by street and number as: being a portion of 8298 Cherokee Street  
Assessor's schedule or parcel number: part of 0-1719-27-3-13-001

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

**IN WITNESS WHEREOF**, the grantor(s) have executed this deed on the date set forth above.

**DOLORES MARIA SANUT**

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) §  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **DOLORES MARIA SANUT**.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public



**EXHIBIT "A"**  
**DEED FROM DOLORES MARIA SANUT**  
**TO**  
**TO THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being the northerly 7.00 feet of the westerly 4.50 feet of Lot 1, Block 1 of the SHERRELWOOD ESTATES FILING NO. 9, a Subdivision recorded on March 29, 1966 in File No. 12 Map 7 Reception No. 182702 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being additionally described as follows:


All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;  
THENCE North 09°09'23" East a distance of 3937.79 feet to the Northwest Corner of said Lot 1, being the Point of Beginning.

THENCE South 89°59'23" East along the northerly line of said Lot 1 a distance of 4.50 feet;  
THENCE leaving said northerly line South 00°00'37" West along a line being 4.50 feet easterly of and parallel with the westerly line of said Lot 1 a distance of 7.00 feet;  
THENCE North 89°59'23" West along a line being 7.00 feet southerly of and parallel with said northerly line of Lot 1 a distance of 4.50 feet to a point on the westerly line of said Lot 1;  
THENCE North 00°00'37" East along said westerly line of Lot 1 a distance of 7.00 feet to the Point of Beginning.

Containing 32 square feet, more or less.

Legal description prepared by:

  
Jacob S. Frisch, PLS 38149  
Date: July 21, 2021  
Job No. 320931  
For and on behalf of Merrick & Company  
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
Tel: 303-751-0741

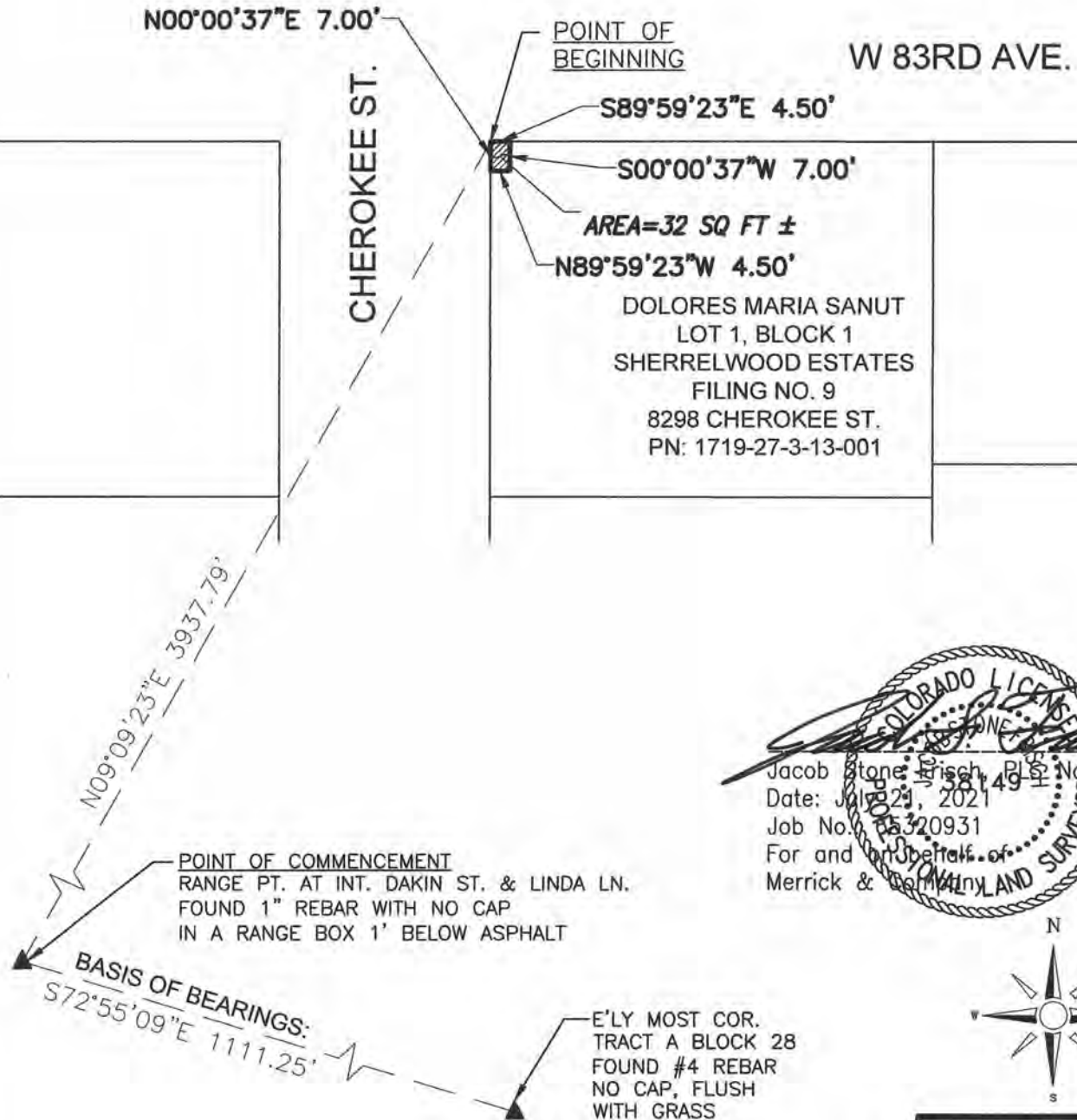
**NOTE:**

Exhibit "B" attached and hereby made a part thereof.

Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS  
EXHIBIT "B"

LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO



THIS DAY: JULY 14, 2021. CREATED BY: AMBER CHRISTINE

THIS EXHIBIT IS NOT A BOUNDARY  
SURVEY AND SHOULD NOT BE USED AS  
SUCH. IT IS INTENDED ONLY TO DEPICT  
THE ATTACHED LEGAL DESCRIPTION.

LINEAL UNITS=US SURVEY FEET  
0 40 80 Feet



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Resolution Approving Employee Manual Updates
<b>FROM:</b> Terri Lautt, Director
<b>AGENCY/DEPARTMENT:</b> People and Culture and County Attorney's Office
<b>HEARD AT STUDY SESSION ON:</b> March 22, 2022 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Pending union approval which we received on March 28, 2022
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution.

### **BACKGROUND:**

Adams County People and Culture in consultation with the County Attorney's Office has determined that employee manual, section 1.1 (1) Equal Employment Opportunity must be updated. On May 20, 2021, the governor signed HB 21-1108, which broadens the categories of protected classes under Colorado's anti-discrimination act. Colorado law already prohibited discrimination in employment based on disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. The new law clarifies that employers also may not discriminate against an individual based upon their "gender expression" or their "gender identity." Gender expression means an individual's way of reflecting and expressing their gender to the outside world, typically demonstrated through appearance, dress, and behavior. Gender identity means an individual's innate sense of their own gender, which may or may not correspond with the sex assigned at birth.

We have also determined that employee manual, section 4.4 Background Investigations must be updated. Due to a recent noncriminal justice audit performed by CBI, the state is requiring us to include information that ensures criminal history record information is used only for the official purpose for which it was requested.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:** People and Culture  
and the County Attorney's Office

**ATTACHED DOCUMENTS:**

Resolution

Adams County Employee Manual Policy 1.1 (1) Equal Employment Opportunity as amended

Adams County Employee Manual Policy 4.4 Background Investigations as amended

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENTS TO THE ADAMS COUNTY EMPLOYEE  
MANUAL

WHEREAS, the Board of County Commissioners has previously adopted the Adams County Employee Manual (“Employee Manual”) which contains the official personnel policies and procedures pertaining to employees of Adams County as defined in the Employee Manual; and,

WHEREAS, the Board of County Commissioners has reserved the right to change or amend the Employee Manual at any time at its discretion; and,

WHEREAS, the Board of County Commissioners has reviewed the Employee Manual and has determined that it is necessary to clarify and/or amend certain policies; and,

WHEREAS, necessary clarifications and/or changes have been made to the following policies, which are on file with Adams County People and Culture and on the County’s intranet site, and which are incorporated herein by reference as Exhibit A:

1.1(1) Equal Employment Opportunity

4.4 Background Investigations

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado that the amendments to the Adams County Employee Manual, which are on file with Adams County People and Culture and on the County’s intranet site and incorporated herein by reference as Exhibit A, are hereby approved, and the Adams County Employee Manual is amended accordingly.

BE IT FURTHER RESOLVED that the effective date of these amendments to the Adams County Employee Manual is April 24, 2022.

## **1.1(1): Equal Employment Opportunity**

This policy applies to all employees.

### **POLICIES AND PROCEDURES**

Adams County is an equal opportunity employer. The County is committed to complying with all applicable federal, state and local laws. Adams County expects all employees to adhere to and cooperate with the principles of equal employment opportunity ("EEO").

Adams County prohibits discrimination or harassment because of race, color, national origin, ancestry, religion, creed, sex, sexual orientation, gender expression, gender identity, age, disability, genetic information, veteran status, or any other legally protected characteristic. This policy of EEO and anti-discrimination applies to all aspects of the relationship between the County and its employees, including recruitment, employment, promotion, transfer, training, working conditions, termination, wages and salary administration, and employee benefits.

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on County premises who are employed by temporary agencies and any other persons doing business for or with the County. The County will not tolerate illegal discrimination or harassment between its coworkers, supervisors and/or managers, customers or vendors.

## 4.4: Background Investigations

This policy applies to all potential hires, current employees, and volunteers.

### POLICIES AND PROCEDURES

Adams County strives to exercise appropriate care and discretion in the screening and placement of its employees and volunteers; therefore, the County will conduct a variety of background investigations on potential hires, current employees, and volunteers during the employment process and when required by law or policy.

People and Culture shall conduct all background checks, which may include Social Security Number Verification, criminal history, education verification, Sex Offender Registry, E-verify, Motor Vehicle Records, Child/Adult Welfare systems, financial/credit, applicable state systems, and any others that may be required by law or are directly related to work that the individual will be performing at the County. These background checks can be done through a third-party vendor and may require a fingerprint submission.

If the background check reveals any omissions or areas of concern that are directly related to the scope of the position, potential hires, current employees, or volunteers will be notified that information has been obtained which may preclude them from the position that they were seeking. These individuals will be given the opportunity to provide mitigating or pertinent information for review and consideration.

Positions requiring background investigations include the following:

- **Potential Hires:** All applicants who are offered employment with Adams County will be subject to a background investigation. Offers of employment are contingent on the successful completion of a background investigation. New employees may not begin work until People and Culture Services receives the results of a background investigation.
- **Current Employees:** Current employees who are being considered for promotion or job change shall be subject to a background investigation. Background investigations may also be conducted during an internal investigation of an employee's alleged misconduct or when required for specific program rules.
- **Volunteers and Interns:** All volunteers and interns, whether paid or unpaid, shall have a background investigation completed before carrying out any work for the County.

#### **4.4: Background Investigations (continued)**

Background checks must be completed on all new employees, promotions, and job changes; a background check authorization form must be completed prior to a background check. Background results are valid for 30 days. Information that is obtained from a background investigation will be considered for employment purposes, as permitted by federal and state law and in accordance with Adams County policies, and all criminal history record information (CHRI) shall be used solely for the purpose requested and cannot be disseminated. A designated People and Culture representative will review the results of the background check and will notify the appropriate people regarding the results. Information will be reviewed to determine:

- Whether false statements or material omissions were made by the individual;
- Whether an individual, based on the job duties of the position, poses a threat to security or safety in the workplace; or
- Whether an individual, based on the job duties of the position, poses a liability or risk to the county, property, or the vulnerable populations that we serve.

If negative or incomplete information is obtained, the Department Director shall consult with People and Culture and the County Attorney's office to assess the potential risks and liabilities related to the job's requirements and to determine whether the individual should be hired or retained. If a decision is made to not hire, promote, or retain an individual based on the results of a background check, additional Fair Credit Reporting Act requirements will be handled by People and Culture in conjunction with the background screening service.

#### **Self-Disclosure**

All applicants must list criminal convictions on their Adams County application for employment. This requirement applies to all internal and external candidates. Inaccurate or incomplete information contained on the application may be grounds for disqualification or termination, as applicable. A record of conviction will not necessarily result in denial or termination of employment.

All current employees and volunteers are required to immediately inform their supervisor if they are arrested and/or convicted of a felony or misdemeanor, other than minor traffic violations. Additionally, current employees whose position requires a valid Commercial Driver's License (CDL) must immediately inform their supervisor if they receive a citation for any traffic violation. Depending on the circumstances, the nature of the arrest, or conviction could lead to termination of employment.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Amendment to MWRD Lease for SD Interceptor Project
<b>FROM:</b> Marc Pedrucci, Interim Director, Parks, Open Space, & Cultural Arts
<b>AGENCY/DEPARTMENT:</b> Parks, Open Space & Cultural Arts
<b>HEARD AT STUDY SESSION ON</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO N/A
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the amendment.

### **BACKGROUND:**

In November of 2020 Adams County entered into a lease agreement with the Metro Wastewater Recovery District (MWRD) in order to permit the construction of MWRD's Second Creek Interceptor, which crossed portions of Adams County's Riverdale Regional Park. The lease agreement is set to expire on March 31, 2022 and requires extension. Additionally, the lease mapping has been updated in order to take into account the expanded work area required for construction (see Exhibits A-1 and A-2).

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney  
Parks, Open Space & Cultural Arts  
Facilities & Fleet Management  
Metro Wastewater Recovery District

### **ATTACHED DOCUMENTS:**

Resolution  
Exhibit A-1 and A-2, Lease Amendment Mapping

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

**Fund:****Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b>0.00</b>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE AMENDMENT TO LEASE FOR CONSTRUCTION  
PURPOSES BETWEEN ADAMS COUNTY AND METRO WATER RECOVERY

WHEREAS, on or about November 19, 2020, Adams County (“County”) and Metro Wastewater Recovery f/k/a Metro Wastewater Reclamation District (“District”), collectively known as “Parties”, entered into the Lease for Construction Purposes (“Lease”); and,

WHEREAS, the Parties wish to amend the Lease according to the terms and conditions of the attached agreement to account for additional area within the South Platte River for its interceptor project; and

WHEREAS, the parties wish to amend the Lease providing the District’s project occupancy from March 31, 2022 until June 30, 2022

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amendment to the Lease for Construction Purposes between Adams County and Metro Wastewater Recovery, a copy of which is attached hereto and incorporated by this reference, is hereby approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said Agreement on behalf of Adams County.

## AMENDMENT TO LEASE FOR CONSTRUCTION PURPOSES

THIS AMENDMENT TO LEASE FOR CONSTRUCTION PURPOSES (the "Amendment") is made and entered into this 5th day of April, 2022, by and between **BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY**, a body politic organized under and existing by virtue of the laws of the State of Colorado ("Lessor"), and **METRO WATER RECOVERY f/k/a METRO WASTEWATER RECLAMATION DISTRICT** (the "District" or "Lessee"), whose address is 6450 York Street, Denver, Colorado 80229 (each, a "Party" and collectively, the "Parties").

WHEREAS, on or about November 19, 2020, Lessor and the District entered into the Lease for Construction Purposes (the "Lease") in which Lessor leased to the District, its successors, authorized permittees and assigns, the property set forth in Exhibit A, attached thereto for the purposes stated therein;

WHEREAS, the Parties wish to amend the Lease, replacing Exhibit A with Exhibit A-1, attached hereto, to account for small additional areas of land necessary for the District's SD Interceptor Project occupied by the District from October 1, 2021, until March 31, 2022; and

WHEREAS, the Parties also wish to amend the Lease, providing the District with the right to occupy the land set forth in a new Exhibit A-2, attached hereto, from March 31, 2022 until June 30, 2022, as further set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- A. Exhibit A of the Lease is hereby replaced in its entirety with Exhibits A-1 and A-2, attached hereto.
- B. Paragraph 1 of the Lease is hereby replaced in its entirety as follows:
  - 1. Lessor hereby leases to the District, its successors, authorized permittees and assigns, that property located in the County of Adams, State of Colorado, described in **Exhibits A-1** (the "Initial Area") and **A-2** (the "Holdover Area") attached hereto and incorporated herein by reference (the Initial Area and the Holdover Area collectively referred to as the "Property") for the following purposes: excavating and moving earth, dewatering (and if applicable treatment), storing materials, supplies, excavated materials, and equipment, surface access for District equipment and personnel, and for such other purposes as the District deems necessary in connection with its acquisition, construction, and installation of a wastewater pipeline and related appurtenances. For the purposes of this Lease, the term "District" includes its contractors and other authorized permittees, agents, and representatives.
- C. Paragraph 2 of the Lease is hereby replaced in its entirety as follows:
  - 2. The initial term of this Lease shall be for six (6) consecutive months commencing fourteen (14) days after the District mails a Notice of Commencement

to Lessor at Lessor's address given below, occurring between October 1, 2021, and March 31, 2022 inclusive (the "Initial Term"). During the Initial Term, the District shall occupy the Initial Area, as described in **Exhibit A-1**. Thereafter, immediately commencing on April 1, 2022 and terminating on June 30, 2022, the District shall occupy the portion of the Holdover Area described in **Exhibit A-2**.

- D. Paragraph 4 of the Lease is hereby amended by replacing the reference to "Exhibit A" with "Exhibits A-1 and A-2."
- E. Except as modified herein, all other provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

LESSOR: BOARD OF COUNTY  
COMMISSIONERS OF ADAMS COUNTY

By: \_\_\_\_\_


Title: \_\_\_\_\_

Lessor's Address:

4430 S. Adams County Pkwy  
Brighton, CO 80601

EJ  
EJ

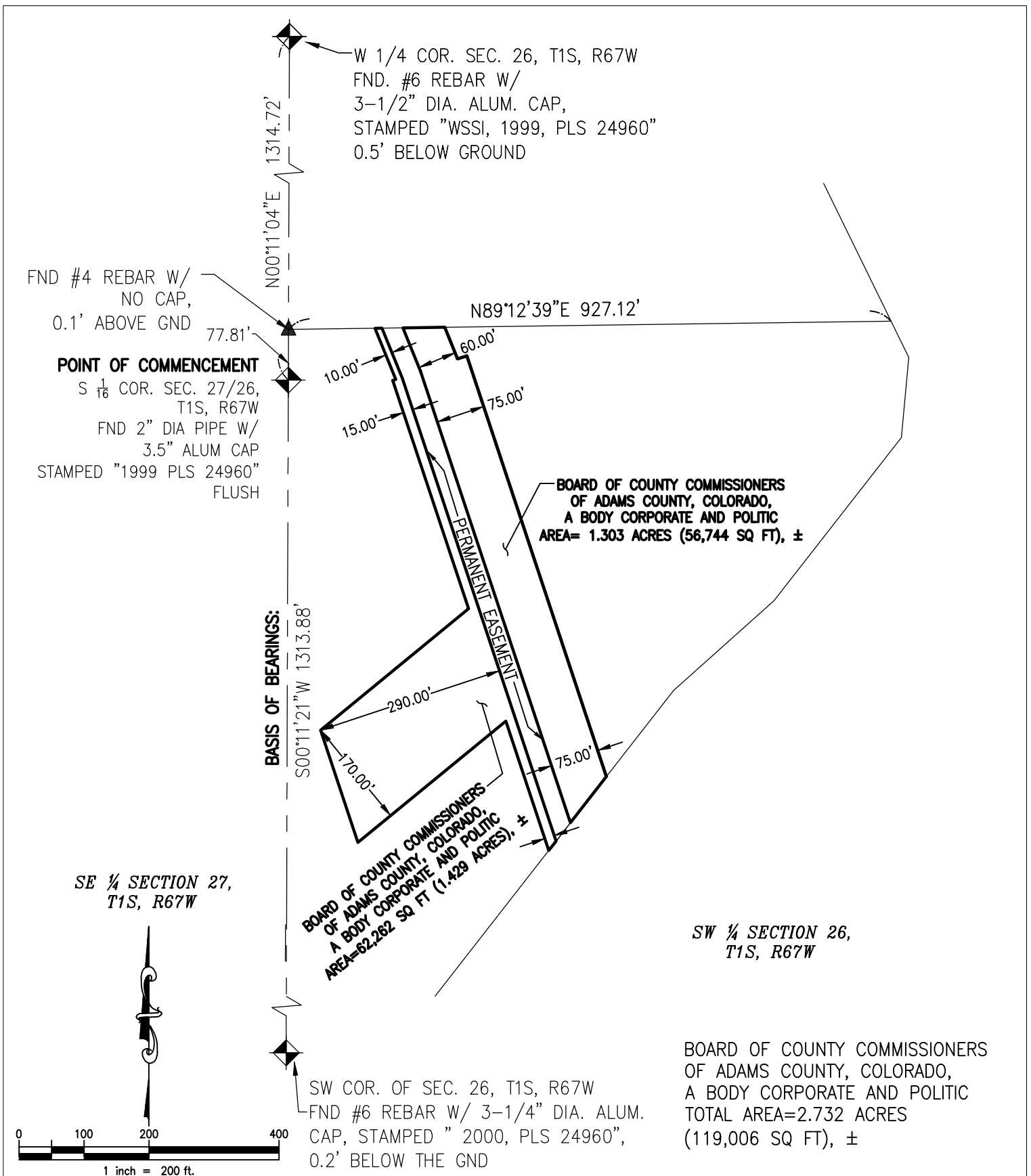
## METRO WATER RECOVERY

By:   
William Conway (Apr 5, 2022 08:58 MDT)

Title: Chief Executive Officer

Signature:   
Emily Jackson (Apr 5, 2022 08:23 MDT)

Email: [ejackson@metrowaterrecovery.com](mailto:ejackson@metrowaterrecovery.com)



# NOTE

This exhibit does not represent a monumented survey.

Dwg. CWS  
Ckd. JSF  
App. JSF



METRO WASTEWATER  
RECLAMATION DISTRICT

## EXHIBIT A-1 - PROPERTY DESCRIPTION

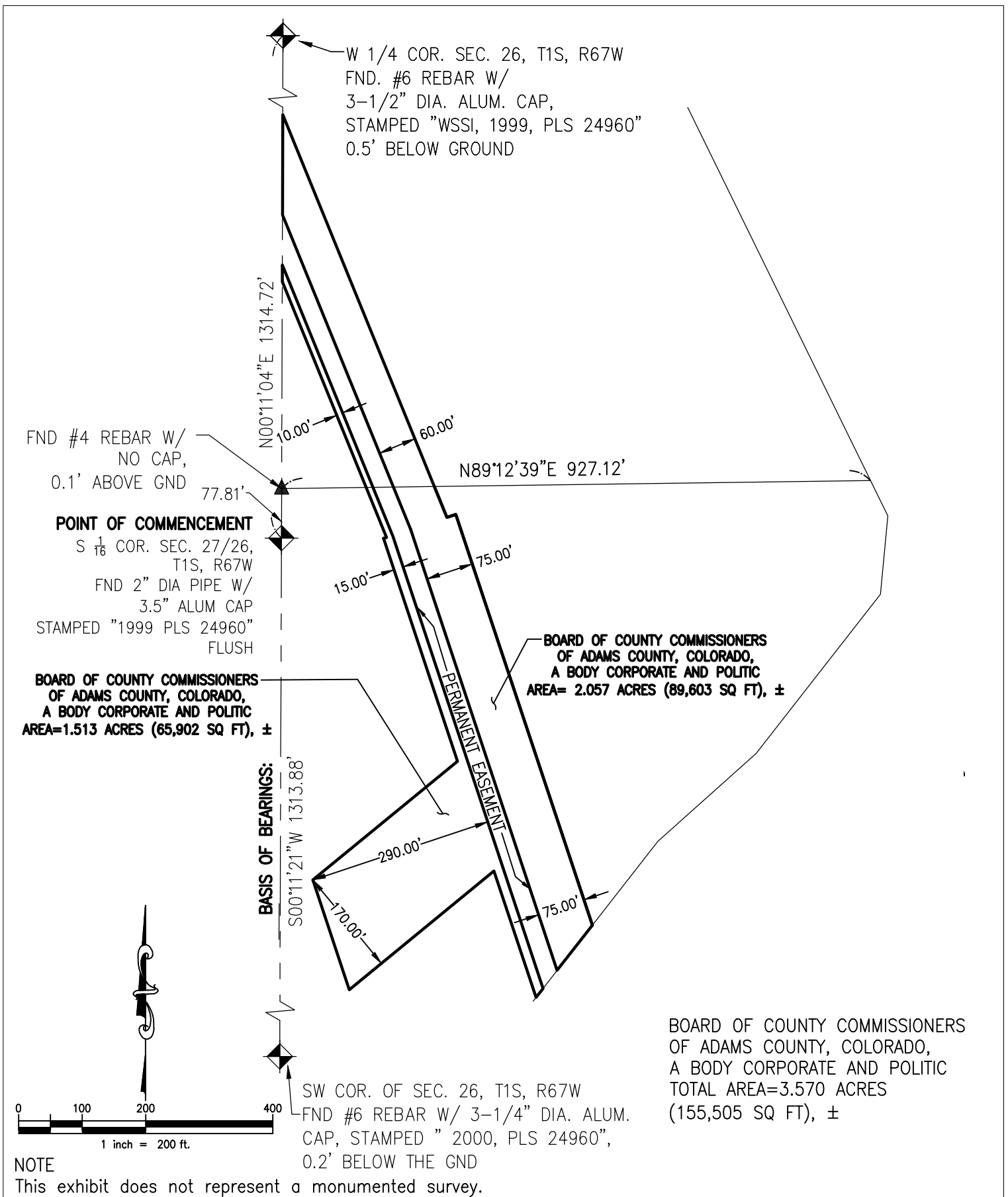
Parcel SDIT-0010

Second Creek Interceptor

DATE:  
12/20/2021

DWG. NO.  
SDIT-0015-R3

SH 1 OF 1



Dwg. CWS  
Ckd. JSF  
App. JSF



METRO WASTEWATER  
RECLAMATION DISTRICT

## EXHIBIT A-2 - HOLDOVER AREA

Parcel SDIT-0010

Second Creek Interceptor

DATE:  
2/10/2022  
DWG. NO.  
SDIT-0015-HOLD  
SH 1 OF 1





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> First Amendment to the 2022 Adams County Budget
<b>FROM:</b> Marc Osborne, Deputy Budget Director
<b>AGENCY/DEPARTMENT:</b> Budget & Finance Department
<b>HEARD AT STUDY SESSION ON:</b> April 5, 2022
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the First Amendment to the 2022 Adams County Budget.

### **BACKGROUND:**

The Annual Budget is a financial plan and is adopted prior to the start of the fiscal year. Budget Amendments are periodically required to properly incorporate items into the Annual Budget as they arise during the course of the fiscal year. See attached summary for more information regarding items included in this particular amendment.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Manager's Office, Budget and Finance Department

### **ATTACHED DOCUMENTS:**

Resolution Authorizing First Supplemental Appropriations to the 2022 Adams County Government Budget.

Exhibit A – Summary of items included in the First Amendment to 2022 Budget.

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

**Fund:****Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**

Fiscal impact is summarized at the fund level. Given the length, the summary is attached for full disclosure of fiscal impact.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING FIRST SUPPLEMENTAL APPROPRIATIONS TO THE  
2022 ADAMS COUNTY GOVERNMENT BUDGET

Resolution 2022 -

WHEREAS, the 2022 Adams County Government Budget requires supplemental appropriations of funds to satisfy requests as listed on the attached Exhibit A; and,

WHEREAS, the Budget & Finance Department has determined the availability of unappropriated fund balances; and,

WHEREAS, there are additional revenues and other financing sources that were not assured at the time of the adoption of the 2022 Adams County Government Budget; and,

WHEREAS, the following departmental budgets listed by fund on the attached Exhibit A will be increased or decreased by the amounts so noted; and,

WHEREAS, the revenues to support the budget increases are listed by amount from respective sources.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the First Supplemental Appropriations to the 2022 Adams County Government budget is hereby authorized.

BE IT FURTHER RESOLVED, that the Budget & Finance Department is authorized to make the above stated budget adjustments to the 2022 Adams County Government Budget.

# Exhibit A - Carryovers

First Amendment to the 2022 Budget  
Resolution No. TBD  
For Adoption on April 12, 2022  
Study Session: April 5, 2022



**Purpose of Resolution:**

A resolution to amend the 2022 Budget. Summary information by Fund and Department is listed below. Additional detailed information is attached for consideration and review.

Fund	Department	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE
GENERAL FUND	County Sheriff	\$ 6,617,506	\$ -	\$ 6,617,506	0.00
	Parks, Open Space & Cultural Arts	8,589,773	-	8,589,773	0.00
	Information Technology and innovation	1,115,426	-	1,115,426	0.00
	Community & Economic Development	93,563	-	93,563	0.00
	Community Safety & Well-being	21,841	-	21,841	0.00
	District Attorney's Office	70,027	-	70,027	0.00
	Facilities & Fleet Management	4,566,126	-	4,566,126	0.00
	Admin/Org	44,589,293	-	44,589,293	0.00
CAPITAL FACILITIES FUND	Facilities & Fleet Management	13,229,638	-	13,229,638	0.00
ROAD & BRIDGE FUND	Public Works	1,446,301	-	1,446,301	0.00
OPEN SPACE PROJECTS FUND	Open Space Projects	1,395,667	-	1,395,667	0.00
FLEET MANAGEMENT FUND	Fleet Admin	883,599	-	883,599	0.00
FLATROCK FACILITY FUND	FLATROCK	150,000	-	150,000	0.00
COLORADO AIR & SPACE PORT FUND	Colorado Air & Space Port	706,653	706,653	-	0.00
<b>Total Appropriation</b>		<b>\$ 83,475,413</b>	<b>706,653</b>	<b>\$ 82,768,760</b>	<b>0.00</b>

Fund Summary	Expenditure Amount	Revenue Amount	Use of Fund Balance	FTE
GENERAL FUND	\$ 65,663,555	\$ -	\$ 65,663,555	0.00
CAPITAL FACILITIES FUND	13,229,638	-	13,229,638	0.00
ROAD & BRIDGE FUND	1,446,301	-	1,446,301	0.00
OPEN SPACE PROJECTS FUND	1,395,667	-	1,395,667	0.00
FLEET MANAGEMENT FUND	883,599	-	883,599	0.00
FLATROCK FACILITY FUND	150,000	-	150,000	0.00
COLORADO AIR & SPACE PORT FUND	706,653	706,653	-	0.00
<b>Total Appropriation</b>	<b>\$ 83,475,413</b>	<b>\$ 706,653</b>	<b>\$ 82,768,760</b>	<b>0.00</b>



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Child Only Case Management Services
<b>FROM:</b> Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Nancy Duncan, Budget and Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department, Workforce and Business Center, Temporary Assistance for Needy Families (TANF)
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an Agreement with Family Tree Inc., for Child Only Case Management Services.

### **BACKGROUND:**

Adams County's Human Services Department, Workforce and Business Center, Temporary Assistance for Needy Families (TANF) has provided programs since 1999 for short-term case management for "child only" (TANF) cases called Stable Families. The program assists specified caretakers and families with parents who are in the home, but not eligible for TANF Basic Cash Assistance (BCA). The goal of the program is to stabilize children in their home or the home of a relative through referrals to community services providers with the assistance of resources, and supportive services, to assist with custody or adoption when appropriate.

These services are in accordance to the standards of Adams County and the State of Colorado including; the timely provision of family stabilizing resources/supportive services, evaluation of family stability and safety of children, identification of additional family needs to stabilize children in their home or the home of a relative, assist with custody/adoption when appropriate, and connection with community resources.

A formal Request for Proposal was posted on the BidNet System. Proposals were opened on March 1, 2022. One proposal was received.

The proposal was evaluated on the following criteria:

- Contractor's ability to provide all services as defined in the Scope of Work
- Contractor's fee structure for performing the services.
- Contractor's qualifications, references and past performance
- Contractor's demonstrated understanding of the project and experience managing projects with Federal funding and reporting requirements.

The evaluation team found that the proposal submitted by Family Tree Inc., met the criteria set forth in the RFP.

The recommendation is to approve an Agreement between Adams County and Family Tree Inc., in the not to exceed amount of \$372,231.00 for the first year of service.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Human Services Department Workforce and Business Center (TANF)

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

<b>Fund: 15</b>			
<b>Cost Center: 99915, Various</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<b><u>\$54,214,095</u></b>
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	Various, 7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b><u>\$9,652,600</u></b>

New FTEs requested: ☐ YES ☐ NO

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
FAMILY TREE INC., IN THE AMOUNT NOT TO EXCEED \$372,231.00, FOR CHILD  
ONLY CASE MANAGEMENT SERVICES

WHEREAS, Family Tree Inc., submitted a proposal on March 1, 2022, to provide Child Only Case Management Services for the Adams County Human Services Department, Workforce and Business Center, Temporary Assistance for Needy Families (TANF); and,

WHEREAS, after thorough evaluation it was determined that Family Tree Inc., provides the best value to the County; and,

WHEREAS, Family Tree Inc., agrees to provide the services for Child Only Case Management Services in the not to exceed amount of \$372,231.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and Family Tree Inc., in the amount not to exceed \$372,231.00 for Child Only Case Management Services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Family Tree Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Taxiway Lighting and Construction
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Colorado Air and Space Port
<b>HEARD AT STUDY SESSION ON:</b> March 22, 2022
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an Agreement with Vellutini Corporation dba Royal Electric Company for the Colorado Spaceport Taxiway A,B,C & E Lighting Construction and Taxiway C Pavement Rehabilitation Project

### **BACKGROUND:**

Colorado Air and Space Port has a current taxi-way system that is unlit and is a serious safety concern for aircraft operations during low-visibility and night-time conditions. To improve conditions, the installation of taxiway lighting along Taxiway's A, B, C and E is necessary. Along with the needed lighting, Taxiway C is in in poor condition and needs milling and new asphalt. This project will be partially funded by the Federal Aviation Association.

A formal Invitation for Bid was posted on Bidnet. Bids were opened on February 28, 2022. Four bids were received:

Kiewit Infrastructure, Co Bid A	\$5,157,021.00
Kiewit Infrastructure, Co Bid B	\$4,634,821.00
Brannen Sand and Gravel Co	\$6,075,708.35
Vellutini Corp dba Royal Electric Company	\$4,491,844.00

After a thorough review of the bids, it was determined that Vellutini dba Royal Electric Company was the lowest most responsible bid. The recommendation is to award an Agreement with Royal Electric Company in the amount of \$4,491,844.00, for the Colorado Spaceport Taxiway A,B,C & E Lighting Construction and Taxiway C Rehabilitation Project.



**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Colorado Air and Space Port

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

**Fund:** 43**Cost Center:** 4304

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5255	43012104	\$4,235,000
<b>Total Revenues:</b>			<u>\$4,235,000</u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:	9136	43042104	\$4,491,844
<b>Total Expenditures:</b>			<u>\$4,491,844</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☒ YES ☐ NO

**Additional Note:**

\$4,235,000 was an original grant from the FAA for this project approved July 14,2021. There is \$720,294 in additional engineering and project management expenses currently budgeted towards this project which leads to a \$977,138 expense to the county.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY IN THE AMOUNT OF  
\$4,491,844.00 FOR THE TAXIWAY A, B, C & E LIGHTING CONSTRUCTION AND  
TAXIWAY C PAVEMENT REHABILITATION PROJECT

WHEREAS, Vellutini Corporation dba Royal Electric Company submitted a bid on February 28, 2022, to provide taxiway lighting construction and pavement rehabilitation for the Colorado Air and Space Port; and,

WHEREAS, after thorough evaluation it was determined that Vellutini Corporation dba Royal Electric Company has the lowest and most responsive bid; and,

WHEREAS, Vellutini Corporation dba Royal Electric Company agrees to provide the taxiway lighting construction and pavement rehabilitation in the not to exceed amount of \$4,491,844.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and Vellutini Corporation dba Royal Electric Company in the amount of \$4,491,844.00 for the Taxiway A, B, C & E Lighting Construction and Taxiway C Pavement Rehabilitation Project is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Vellutini Corporation dba Royal Electric Company on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Scheduled Computer Replacement
<b>FROM:</b> Alisha Reis, Interim County Manager; Byron Fanning, Interim Deputy County Manager; Nancy Duncan, Budget & Finance Director; Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the use of State awarded agreements for the purchase of computers to fulfill the County's computer replacement schedule.

### **BACKGROUND:**

The Adams County Information Technology and Innovation Department (ITi) has budgeted \$320,000.00, for the replacement of computers in 2022. ITi expects to replace one-quarter of the County's computers every four years. The computers that are scheduled for replacement have reached or exceeded their life cycle value.

The State of Colorado formally solicits and awards the purchase of computers to multiple firms. Due to the volume of computers purchased through the State agreements, the pricing is very competitive. Each of the contract awards includes cooperative language, which adheres to the Adams County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases.

Actual computer purchases will be made at various times throughout the year by the Purchasing Division. Each purchase order will be issued to the appropriate firm based on computer specifications as determined by the Information Technology and Innovation Department.

ITi and the Purchasing Division are requesting the use of State awarded firms for the purchase of computers to fulfill the County's computer replacement schedule for 2022, in the not to exceed amount of \$320,000.00.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Information Technology and Innovation Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

**Fund:** 01, 15**Cost Center:** 1056, 500005007000

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	1056.7561		\$254,700
Current Budgeted Operating Expenditure:	5000050070 00.7561		40,000
Current Budgeted Capital Expenditure:	1056.9160	10562207	88,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$382,700

**New FTEs requested:** ☐ YES ☒ NO**Future Amendment Needed:** ☐ YES ☒ NO**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE USE OF STATE AWARDED AGREEMENTS IN THE  
NOT TO EXCEED AMOUNT OF \$320,000.00  
FOR THE PURCHASE OF COMPUTERS TO FULFILL THE COUNTY'S COMPUTER  
REPLACEMENT SCHEDULE

WHEREAS, the Information Technology and Innovation Department (ITi) has budgeted \$320,000.00, for the purchase of computers to fulfill the County's computer replacement schedule for 2022; and,

WHEREAS, the State of Colorado formally solicits and awards agreements to multiple firms for the purchase of computers; and,

WHEREAS, each of the contract awards includes cooperative language, which adheres to the Adams County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases; and,

WHEREAS, the purchases will be made throughout the year by the Purchasing Division to the appropriate firms, as determined by ITi.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the use of State awarded agreements in the not to exceed amount of \$320,000.00 for the purchase of computers to fulfill the County's computer replacement schedule is hereby approved.

BE IT FURTHER RESOLVED that the Chair hereby authorizes the Purchasing Division to sign the purchase orders to the appropriate firms after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Microsoft Office 365 Licenses and Support
<b>FROM:</b> Alisha Reis, Interim County Manager; Byron Fanning, Interim Deputy County Manager; Nancy Duncan, Budget & Finance Director; Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Information Technology and Innovation Department; Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a Purchase Order with Insight Public Sector, Inc., for the annual Microsoft Office 365 licenses and support.

### **BACKGROUND:**

In 2016, the State of Colorado awarded an agreement to Insight Public Sector, Inc., as an authorized reseller of Microsoft Office 365 licenses and support to participating agencies. The State of Colorado includes cooperative language in its award for this software. Adams County is able to participate in the State's cooperative agreement, which adheres to the County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases. The Information Technology and Innovation Department will utilize the negotiated contracted pricing to purchase Microsoft Office licenses and support for County-wide use.

That the Board of County Commissioners approves a Purchase Order to Insight Public Sector, Inc., for the annual Microsoft Office 365 licenses and support in the not to exceed amount of \$920,033.71.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Information Technology and Innovation Department  
Sheriff's Office  
Human Services Department

### **ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

**Fund:** 01, 15, 34, 35**Cost Center:** 1056; 2010; 500005007000; 9418; 99800

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7562		\$938,298
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$939,298

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

\*Three-Year total not to exceed \$2,760,101.13.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PURCHASE ORDER BETWEEN ADAMS COUNTY  
AND INSIGHT PUBLIC SECTOR, INC., IN THE AMOUNT OF \$920,033.71 FOR THE  
ANNUAL MICROSOFT OFFICE 365 LICENSES AND SUPPORT

WHEREAS, Insight Public Sector, Inc., was awarded an Agreement by the State of Colorado to provide Microsoft Office 365 licenses and support; and,

WHEREAS, the State of Colorado award includes cooperative language, which adheres to the County Purchasing Policy, Appendix E – Cooperative, Single, and Sole Source Purchases; and,

WHEREAS, Insight Public Sector, Inc., agrees to provide annual Microsoft Office 365 licenses and support in the not to exceed amount \$920,033.71.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that a Purchase Order between Adams County and Insight Public Sector, Inc., in the amount of \$920,033.71 is hereby approved.

BE IT FURTHER RESOLVED that the Chair hereby authorizes the Purchasing Division to sign the Purchase Order with Insight Public Sector, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Contractor Pre-Qualification for Roofing Services
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Pre-Qualification list of the Contractors for Roofing Services.

### **BACKGROUND:**

In August 2014, the Board of County Commissioners (BOCC) adopted the Purchasing Policy #1071, Procurement of New Building Construction and Major Improvement/Remodeling. The policy stipulates that pre-qualification is required of contractors for projects in excess of \$1 million dollars prior to participating in the Request for Proposal (RFP) or Invitation for Bid (IFB) process, and the results of such be presented to the BOCC for review and comment. The pre-qualified contractors will then be invited to participate in the formal RFP or IFB process.

Due to the number of roofing projects budgeted, and the effect COVID 19 has had and will continue to have on project timelines, quality staffing, and availability of materials, all budgeted roofing projects will be sent to contractors on the SOQ. This will allow the County to expedite the budgeted projects more efficiently and ensure quality construction. The SOQ included the following anticipated 2022 Roofing Projects: Coroner Building, District Attorney Building, Front Range Airport Executive Hanger, Front Range Airport Terminal Building, Parks Red Cross Building, and the Public Works Sheriff Substation in Strasburg, and any other similar roofing projects determined by Adams County to be solicited. Budgeted projects for 2023 and 2024 will also be sent to qualifying contractors.

A SOQ was advertised through Bidnet and the following contractors responded:

1. Alpine Roofing, Ltd.
2. Black Roofing Inc.
3. Colorado Moisture Control, Inc.

4. CRW, Inc.
5. Douglass Colony Group, Inc.
6. Flynn BEC LP
7. Front Range Roofing Systems, LLC
8. Superior Roofing, Inc.
9. Supreme Roofing Done Right, LLC
10. Tecta America Colorado, LLC
11. United Materials, LLC

After a thorough review by the Evaluation Committee, the following contractors have been accepted and recommended as pre-qualified for Contracting Services for the Roofing Projects.

1. Black Roofing Inc.
2. Colorado Moisture Control, Inc.
3. CRW, Inc.
4. Flynn BEC LP
5. Front Range Roofing Systems, LLC
6. Superior Roofing, Inc.
7. Tecta America Colorado, LLC
8. United Materials, LLC

The recommendation is that the Board of County Commissioners approves the pre-qualified contractors for Roofing Projects Budgeted as required by the Adams County Facilities and Fleet Management Department.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facilities and Fleet Management Department

#### **ATTACHED DOCUMENTS:**

Resolution

#### **FISCAL IMPACT:**

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>			
<b>Cost Center:</b>			

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

Fiscal Impact will occur once the projects have been solicited and are pending award by the BOCC

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION DESIGNATING PRE-QUALIFIED CONTRACTORS FOR ROOFING  
CONTRACTORS FOR MULTIPLE ADAMS COUNTY ROOFING PROJECTS

WHEREAS, Adams County procedures allow for the pre-qualification of contractors for construction project qualifications; and,

WHEREAS, Adams County staff recommends a pre-qualification process for the County's roofing projects; and,

WHEREAS, the following contractors submitted qualifications for the multiple county roofing projects: Alpine Roofing, Ltd., Black Roofing Inc., Colorado Moisture Control, Inc., CRW, Inc., Douglass Colony Group, Inc., Flynn BEC LP, Front Range Roofing Systems, LLC, Superior Roofing, Inc., Supreme Roofing Done Right, LLC, Tecta America Colorado, LLC, United Materials, LLC; and,

WHEREAS, Black Roofing Inc., Colorado Moisture Control, Inc., CRW, Inc., Flynn BEC LP, Front Range Roofing Systems, LLC, Superior Roofing, Inc., Tecta America Colorado, LLC, United Materials, LLC were recommended contractors and should be deemed eligible to provide proposals or bids for the County roofing projects.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that, Black Roofing Inc., Colorado Moisture Control, Inc., CRW, Inc., Flynn BEC LP, Front Range Roofing Systems, LLC, Superior Roofing, Inc., Tecta America Colorado, LLC, United Materials, LLC are hereby authorized to participate in the solicitation processes for the County roofing projects.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Furniture Pricing Agreements
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Multiple
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to the Agreements with Officescapes and Workplace Elements, LLC, to provide Office Furniture for multiple Adams County Buildings.

### **BACKGROUND:**

Adams County currently uses two companies to provide Office Furniture for multiple Adams County Buildings.

A Request for Proposal was posted and in March 2020, the Board of County Commissioners approved Agreements with Officescapes and Workplace Elements, LLC (Elements). Both original agreements included renewal clauses. The Facilities and Fleet Management Department is pleased with the products and services provided by Officescapes and Workplace Elements, LLC (Elements) and recommends renewing the Agreements for one additional year.

Within the approved budget Officescapes and Workplace Elements, LLC will be awarded projects on an as needed basis based on quotes per the Pricing Agreement.

The Officescapes Agreement breakdown is as follows:

Agreement /Amendment	Approved	Description
Original Agreement	March 31, 2020	Initial agreement for two years
Amendment One		Contract renewal for one year

The Workplace Elements, LLC agreement breakdown is as follows:

<b>Agreement /Amendment</b>	<b>Approved</b>	<b>Description</b>
Original Agreement	March 31, 2020	Initial agreement for two years
Amendment One		Contract renewal for one year

The recommendation is to approve Amendment One to extend the Agreement with Officescapes, and to approve Amendment One with Workplace Elements, LLC., both for an additional one-year term.

The estimated amount for purchases during this renewal term is \$1,600,000.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facilities  
Various County Departments and Offices

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> Multiple			
<b>Cost Center:</b> Multiple			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	Multiple		\$1,200,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			

**New FTEs requested:**

☐ **YES**

☐ **NO**

**Future Amendment Needed:**

☐ **YES**

☐ **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND OFFICESCAPES, TO PROVIDE OFFICE FURNITURE FOR  
ADAMS COUNTY BUILDINGS

WHEREAS, the Board of County Commissioners approved an Agreement in March 2020, with Officescapes, to provide office furniture for Adams County Buildings; and,

WHEREAS, the County and Officescapes, mutually agree to amend the Pricing Agreement to extend the term for one additional year; and,

WHEREAS, within the approved budget, Officescapes will be awarded projects on an as needed basis per the Pricing Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Officescapes, to provide office furniture for Adams County Buildings; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Officescapes, on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> April 12, 2022
<b>SUBJECT:</b> Furniture Pricing Agreements
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Multiple
<b>HEARD AT STUDY SESSION ON:</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to the Agreements with Officescapes and Workplace Elements, LLC, to provide Office Furniture for multiple Adams County Buildings.

### **BACKGROUND:**

Adams County currently uses two companies to provide Office Furniture for multiple Adams County Buildings.

A Request for Proposal was posted and in March 2020, the Board of County Commissioners approved Agreements with Officescapes and Workplace Elements, LLC (Elements). Both original agreements included renewal clauses. The Facilities and Fleet Management Department is pleased with the products and services provided by Officescapes and Workplace Elements, LLC (Elements) and recommends renewing the Agreements for one additional year.

Within the approved budget Officescapes and Workplace Elements, LLC will be awarded projects on an as needed basis based on quotes per the Pricing Agreement.

The Officescapes agreement breakdown is as follows:

Agreement /Amendment	Approved	Description
Original Agreement	March 31, 2020	Initial agreement for two years
Amendment One		Contract renewal for one year

The Workplace Elements, LLC agreement breakdown is as follows:

Agreement /Amendment	Approved	Description
Original Agreement	March 31, 2020	Initial agreement for two years
Amendment One		Contract renewal for one year

The recommendation is to approve Amendment One to extend the Agreement with Officescapes, and to approve Amendment One with Workplace Elements, LLC., both for an additional one-year term.

The estimated amount for purchases during this renewal term is \$1,600,000.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facilities  
Various County Departments and Offices

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> Multiple
<b>Cost Center:</b> Multiple

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Multiple		\$1,200,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			\$1,200,000

New FTEs requested: ☐ YES ☐ NO

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND WORKPLACE ELEMENTS, LLC, TO PROVIDE OFFICE  
FURNITURE FOR ADAMS COUNTY BUILDINGS

WHEREAS, the Board of County Commissioners approved an Agreement in March 2020, with Workplace Elements, LLC, to provide office furniture for Adams County Buildings; and,

WHEREAS, the County and Workplace Elements, LLC, mutually agree to amend the Pricing Agreement to extend the term for one additional year; and,

WHEREAS, within the approved budget Workplace Elements, LLC will be awarded projects on an as needed basis and will provide approved discount pricing.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Amendment One to the Agreement between Adams County and Workplace Elements, LLC, to provide office furniture for Adams County Buildings; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Workplace Elements, LLC, on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.